

Dorge, Alison

From: Pete Eichholz <peichholz@americareusa.net>
Sent: Friday, June 30, 2017 9:52 AM
To: Dorge, Alison
Cc: Henley Montgomery
Subject: RE: #5470 RT Capetown
Attachments: MO 19 CSR 30 82.010 copy.pdf; TOPO SURVEY S15089.pdf; PICTURE # 1.pdf; WARRANTY DEED.PDF; TITLE POLICY P1.pdf; CITY GIS 62917.pdf; CAPE ARBORS SHT C1.1 21616.pdf; 524-373.pdf

Hi Alison,

The following attachments present our case that Capetown is not separated by a public street:

Attachment 1 (MO 19):

This is a copy of the state statute regarding division and regulation of licensure.

It specifically states at the bottom of page 1 to provide documentation regarding the proposal of "housing residents on the same or adjoining premises or plots of ground."

These two pieces of property are adjoining at a common property line and are "not separated by a public street."

Attachment 2 (TOPO):

This is a copy of the Topographic Survey of the northern 5 acre tract currently under construction for the Arbors project and owned by R.H. Montgomery Properties, Inc.

It shows that the property line between the Arbors tract and the existing Capetown tract to the south, owned by Capetown Residential, LLC.

Both tracts owned and controlled by Capetown Residential, LLC are going to be in the Assisted Living use category under a single operator- Americare.

This fits the states description or classification of same premise.

It shows that this property line is the centerline of a 50' wide Ingress / Egress Easement

Recorded in Book 524, Page 377. The property line & centerline of the easement is located in the middle of the existing 11-foot wide asphalt drive known as Deer Creek Road.

There is no documentation that ever formally dedicated right-of-way for "public street purposes" to the City of Cape Girardeau, or earlier, to Cape Girardeau County.

The Ingress / Egress Easement is strictly to allow for access to those private residents that live to the west and not intended for the general public.

David Whitaker, the Assistant City Engineer for Cape Girardeau, confirmed that the City of Cape Girardeau's mapping and documentation shows no information that it is a public street. **It is only an 11-foot wide asphalt lane and does not meet any city standard for public roads.** The city does not perform any snow removal or maintenance of the pavement.

Attachment 3 (PICTURE):

This is a picture reflecting the existing Capetown campus and the Arbors campus under construction in relationship to the "private drive" called Deer Creek Road.

Attachment 4 (WARRANTY):

This is a copy of the Warranty Deed on the Arbors tract that describes the 5.00 acre Arbors tract. These calls are in agreement with the dimensions shown on the Topo/Boundary Survey.

The legal also references the 50' wide Ingress/Egress Easement along the south line of the 5.00 acre tract.

Attachment 5 (TITLE):

This is a copy of page 1 of the Title Policy which shows that the interest in land is for "fee simple," meaning that R.H. Montgomery Properties owns all of the land described within the legal description.

This includes the land under the pavement of the private drive. That land described within the 50' Ingress/Easement was never dedicated to the City or County for public access.

Attachment 6 (CITY):

This shows the City's GIS Mapping of the area and reflects the relationship of the existing Capetown campus and the proposed Arbors campus and the private residential homes to the west.

Attachment 7 (CAPE):

This shows the Site Plan for the proposed Arbors facility, in relationship to Deer Creek Road, the 50' wide Ingress/Egress easement and the existing Capetown campus to the south.

Attachment 8 (524):

This is the Restrictive Covenants that was prepared in 1990 by all the landowners in the surrounding areas of the existing Capetown Campus and the Arbors Campus. In particular, the Seabaugh family, who owned the land where the Americare facilities are located.

If you refer back to Attachment 2, it shows the Topo Survey that displays the two tracts of land in relationship to Deer Creek Road and the Ingress/Egress easement.

In Attachment 8, refer to page 1, page 4, and page 6 which first mention the easement and its purposes. Specifically, notice the part for a common driveway for the current, future owners, heirs, etc. (not the general public).

The part on page 6, marked in red, is the reference to what became the south line of the 5.00 acre tract purchased by R.H. Montgomery Properties, Inc. in 2004. The bearing only varies slightly from that shown on the topographic survey.

Note that on pages 6 and 8, the owners are the ones who will be required to share in the maintenance and repair of the items within the easement. All repairs are to be paid for by the owners and not the County or the City of Cape Girardeau.

**Title 19—DEPARTMENT OF
HEALTH AND SENIOR SERVICES
Division 30—Division of Regulation and Licensure
Chapter 82—General Licensure
Requirements**

19 CSR 30-82.010 General Licensure Requirements

PURPOSE: This rule sets forth general licensure and application procedures and outlines the request for an exception procedure related to long-term care facility licensure.

PUBLISHER'S NOTE: The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. This material as incorporated by reference in this rule shall be maintained by the agency at its headquarters and shall be made available to the public for inspection and copying at no more than the actual cost of reproduction. This note applies only to the reference material. The entire text of the rule is printed here.

(1) Persons wishing to operate a skilled nursing facility, intermediate care facility, assisted living facility or residential care facility shall complete form MO 580-2631 (8-07), Application for License to Operate a Long-Term Care Facility, incorporated by reference in this rule and available through the Department of Health and Senior Services' (department's) website at www.dhss.mo.gov, or by mail at: Department of Health and Senior Services, Section for Long-Term Care Regulation, Licensure Unit, PO Box 570, Jefferson City, MO 65102-0570, telephone: (573) 526-8524. This rule does not incorporate any subsequent amendments or additions. The application shall be signed by a person with the express authority to sign on behalf of the operator, who shall attest by signature that the information submitted is true and correct to the best of the applicant's knowledge and belief and that all required documents are either included with the application or are currently on file with the department. The completed application form may be submitted by mail or electronically. If submitted electronically, send the completed application to LTCapplication@dhss.mo.gov. The application fee for application processing should be submitted by separate mail. If submitted by mail, send the application form and fee to Department of Health and Senior Services, Section for Long-Term Care Regulation, Fee Receipts, PO Box 570, 920 Wildwood, Jefferson City, MO 65102. One (1) application may be used to license multiple facilities if located on the same premises.

(A) The applicant shall submit the following documents and information as listed in the application:

1. Financial information demonstrating that the applicant has the financial capacity to operate the facility;

2. A document disclosing the location, capacity, and type of licensure and certification of any support buildings, wings, or floors housing residents

3. A document disclosing the name, address, and type of license of all other long-term care facilities owned or operated by either the applicant or by the owner of the facility for which the application is being submitted;

4. A copy of any executed management contracts between the applicant and the manager of the facility;

5. A copy of any executed contract conveying the legal right to the facility premises, including, but not limited to, leases, subleases, rental agreements, contracts for deed, and any amendments to those contracts;

6. A copy of any contract by which the facility's land, building, improvements, furnishings, fixtures, or accounts receivable are pledged in whole or in part as security, if the value of the asset pledged is greater than five hundred dollars (\$500);

7. A nursing home surety bond or noncancelable escrow agreement, if the applicant holds or will hold facility residents' personal funds in trust;

8. A document disclosing the name, address, title, and percentage of ownership of each affiliate of any general partnership, limited partnership, general business corporation, nonprofit corporation, limited liability company, or governmental entity which owns or operates the facility or is an affiliate of an entity which owns or operates the facility. If an affiliate is a corporation, partnership, or LLC, a list of the affiliate's affiliates must also be submitted. As used in this rule, the word "affiliate" means:

A. With respect to a partnership, each partner thereof;

B. With respect to a limited partnership, the general partner and each limited partner with an interest of five percent (5%) or more in the limited partnership;

C. With respect to a corporation, each person who owns, holds, or has the power to vote five percent (5%) or more of any class of securities issued by the corporation, and each officer and director;

D. With respect to an LLC, the LLC managers and members with an interest of five percent (5%) or more;

9. If applicable, a document stating the name and nature of any additional businesses in operation on the facility premises and the document issued by the division giving its prior written approval for each business;

10. A list of all principals in the operation of the facility and their addresses and titles and, so that the department may verify the information disclosed pursuant to paragraphs (1)(A)11. and (1)(A)12. of this rule, the Social Security numbers or employer identification numbers of the operator and all principals in the operation of the facility. As used in this rule, "principal" means officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities;

11. Disclosure concerning whether the operator or any principals in the operation of the facility are excluded from participation in the Title XVIII (Medicare) or Title XIX (Medicaid) program of any state or territory;

12. Disclosure concerning whether the operator or any principals in the operation of the facility have ever been convicted of a felony in any state or federal court concerning conduct involving either management of a long-term care facility or the provision or receipt of health care services;

13. Emergency telephone, fax, and email contact information for the facility administrator, director of nursing, and the operator's corporate office; and

14. Disclosure concerning whether the facility has a Department of Mental Health (DMH) license.

(B) Every facility that provides specialized Alzheimer's or dementia care services, as defined in sections 198.500 to 198.515, RSMo, by means of an Alzheimer's special care unit or program shall submit to the department with the licensure application or renewal, the following:

1. Form MO 580-2637, Alzheimer's Special Care Services Disclosure (2-07), incorporated by reference in this rule and available through the department's website: www.dhss.mo.gov, or by mail at: Department of Health and Senior Services, Section for Long-Term Care Regulation, Licensure Unit, PO Box 570, Jefferson City, MO 65102-0570, telephone: (573) 526-8524. This rule does not incorporate any subsequent amendments or additions. The form shall be completed showing how the care provided by the special care unit or program differs from care provided in the rest of the facility in the following areas:

A. The Alzheimer's special care unit's or program's written statement of its overall philosophy and mission which reflects the needs of residents afflicted with dementia;

B. The process and criteria for placement in, or transfer or discharge from, the unit or program;

C. The process used for assessment and establishment of the plan of care and its implementation, including the method by which the plan of care evolves and is responsive to changes in condition;

D. Staff training and continuing education practices;

E. The physical environment and design features appropriate to support the functioning of cognitively impaired adult residents;

F. The frequency and types of resident activities;

G. The involvement of families and the availability of family support programs;

H. The costs of care and any additional fees; and

I. Safety and security measures; and

2. Form *Guide to Selecting an Alzheimer's Special Care Unit* (6/06) #455, incorporated by reference in this rule and available through the department's website: at <http://www.dhss.mo.gov/Ombudsman>, or by mail at: Department of Health and Senior Services, Section for Long-Term Care Regulation, Licensure Unit, PO Box 570, Jefferson City, MO 65102-0570, telephone: (573) 526-8524 or a document of choice which contains, but is not limited to, all information on selecting an Alzheimer's special care unit or program that is contained in the *Guide to Selecting an Alzheimer's Special Care Unit* (6/06) #455. This rule does not incorporate any subsequent amendments or additions.

(C) If, after filing an application, the operator identifies an error or if any information changes the issuance of the license, including but not limited to, a change in the administrator, board of directors, officers, level of care, number of beds, or change in the name of the operating entity, the operator shall—

1. Submit the correction or additional information to the department's Licensure and Certification Unit in a letter. The letter shall be signed by a person with express authority to sign on behalf of the operator attesting by signature that the information being submitted is true and correct to the best of the operator's knowledge and belief; or

2. Submit the correction or additional information to the department's Licensure and Certification Unit. The additional information may be submitted electronically or by mail. Information shall be submitted using form MO 580-2623 (8-07), Corrections For Long-Term Care Facility License Application, incorporated by reference in this rule and available through the Department of Health and Senior Services' (department's) website at www.dhss.mo.gov, or by mail at: Department of Health and Senior Services, Section for Long-Term Care Regulation, Licensure Unit, PO Box 570, Jefferson City, MO 65102-0570, telephone: (573) 526-8524. This rule does not incorporate any subsequent amendments or additions. The completed correction form shall be signed by a person with express authority to sign on behalf of the operator attesting by signature that the information submitted is true and correct to the best of the operator's knowledge and belief and shall be submitted by electronic mail to LTCApplication@dhss.mo.gov, or by mail to: Department of Health and Senior Services, Section for Long-Term Care Regulation, Fee Receipts, PO Box 570, 920 Wildwood, Jefferson City, MO 65102.

(D) If, as a result of an application review, the department requests a correction or additional information, the operator, within ten (10) working days of receipt of the written request shall—

1. Submit the correction or additional information to the department in a letter attesting by signature that the information being submitted is true and correct to the best of the operator's knowledge and belief; or

2. Submit the correction or additional information using form MO 580-2623 (8-07), Corrections For Long-Term Care Facility License Application referenced in paragraph (1)(C)2. of this rule.

(E) A new facility shall submit an application for an original license not less than thirty (30) days before the anticipated opening date. The department must approve the application before a licensure inspection is scheduled. Sixty (60) days after its receipt, the department shall consider any application for an original license withdrawn if it is submitted without all the required information and documents. If intending to continue with licensure, the operator shall submit a new application and fee along with all necessary documents.

(F) An operator shall submit a relicensure application thirty (30) to ninety (90) days prior to the existing license's expiration date.

(G) If, during the license's effective period, an operator which is a partnership, limited partnership or corporation undergoes any of the changes described in section 198.015.4, RSMo, or a new corporation, partnership, limited partnership, limited liability company or other entity assumes facility operation, within ten (10) working days of the effective date of that change, the operator shall submit an application for a new license.

(H) The department shall issue each license only for the premises and operator named in the application. This license shall cover the entire premises unless stipulated otherwise and shall not be transferable. If the licensed operator of a facility is replaced by another operator, the new operator shall apply for a new license before the effective date of the change. A change of operator shall include a change in form of business as well as a change of person. Upon receipt of the application and receipt of confirmation that the change of operator has taken place, the department shall grant the new operator a temporary operating permit of sufficient duration to allow the department time to evaluate the application, conduct any necessary inspection(s) to determine substantial compliance with the law and the rules, and to either issue or deny a license to the new operator. The new operator shall be subject to all the terms and conditions under which the previous operator's license or temporary operating permit was issued. This includes any existing statement of deficiencies, plans of correction and compliance with any additional requirements imposed by the department as a result of any existing substantial noncompliance. The new operator, however, shall apply to the department for renewal in his/her/its name for any exception to the rules that had been granted the previous operator under the provisions of section (3) of this rule.

(I) The operator shall accompany each application for a license to operate a long-term care facility (skilled nursing facility, intermediate care facility, assisted living facility or residential care facility with a license fee of one hundred dollars (\$100) for those facilities which have a resident capacity of at least three (3) but less than twenty-five (25), three hundred dollars (\$300) for those facilities which have a resident capacity of twenty-five through one hundred (25-100), and six hundred dollars (\$600) for those facilities with a capacity of over one hundred (100+). The operator shall submit a separate fee for each facility's license application. This fee is nonrefundable unless the facility withdraws the application within ten (10) days of receipt by the department. The department will issue a license for a period of no more than two (2) years for the premises and operator named in the application. If the license is for less than two (2) years, the department will prorate the fees accordingly.

(J) An operator may apply for licenses for two (2) or more different levels of care located on the same premises either by submitting one (1) application or by submitting a separate application for each level of care. If an operator elects to submit one (1) application for two (2) or more levels of care located on the same premises—

1. The application shall specify separately the number of beds of each level of care being applied for;

2. The application shall be accompanied by a license fee for each level of care applied for, as required by subsection (1) (I) of this rule; and

3. An application for two (2) or more levels of care on the same premises shall indicate one (1) facility name only.

(K) The department shall issue a separate license for each level of care located on the same premises, whether applied for by one (1) application or more than one (1). If the operator uses one (1) application for two (2) or more levels of care on the same premises, the department shall issue licenses with one (1) expiration date. If two (2) or more levels of care have existing licenses with different expiration dates and the operator elects to apply for licenses for the levels of care by submitting one (1) relicensure application, the expiration dates of the licenses issued shall be two (2) years subsequent to the expiration date of the license of the level of care expiring earliest following receipt of the application by the department. Fees for unused portions of licenses resulting from the submission of one (1) application for two (2) or more levels of care are nonrefundable.

(L) After receiving a license application, the department shall review the application, investigate the applicant and the statements sworn to in the application for license and conduct any necessary inspections. A license shall be issued if—

1. The department has determined that the application is complete, and that all necessary documents have been filed with the application including an approved nursing home bond or noncancelable escrow agreement if personal funds of residents are held in trust;

2. The department has determined that the statements in the application are true and correct;

3. The department has determined that the facility and the operator are in substantial compliance with the provisions of sections 198.003-198.096, RSMo and the corresponding rules;

4. The department has determined that the applicant has the financial capacity to operate the facility;

5. The department has verified that the administrator of a residential care facility that was licensed as a residential care facility II on August 27, 2006 and chooses to continue to meet all laws, rules and regulations that were in place on August 27, 2006 for a residential care facility II, assisted living facility, an intermediate care facility or a skilled nursing facility is currently licensed by the Missouri Board of Nursing Home Administrators under the provisions of Chapter 344, RSMo;

6. The department has received the fee required by subsection (1)(I) of this rule;

7. The applicant meets the definition of operator as defined in 19 CSR 30-83.010;

8. The applicant has received a Certificate of Need, if required, or has received a determination from the Certificate of Need Program that no certificate is required, has completed construction, and is in substantial compliance with the licensure rules and laws;

9. The department has determined that neither the operator, owner or any principals in the operation of the facility have ever been convicted of an offense concerning the operation of a long-term care facility or other health care facility or, while acting in a management capacity, ever knowingly acted or knowingly failed to perform any duty which materially and adversely affected the health, safety, welfare or property of a resident;

10. The department has determined that neither the operator, owner or any principals in the operation of the facility are excluded from participation in the Title XVIII (Medicare) or Title XIX (Medicaid) program of any state or territory;

11. The department has determined that neither the operator, owner or any principals in the operation of the facility have ever been convicted of a felony in any state or federal court concerning conduct involving either management of a long-term care facility or the provision or receipt of health care services; and

12. The department has determined that all fees due the state have been paid.

(M) If, during the period in which a license is in effect, a change occurs which causes the statements in the application to no longer be correct, including change of administrator, or if any document is executed which replaces, succeeds or amends any of the documents filed with the application, within ten (10) working days of the effective date of the change, the operator shall—

1. Submit a letter to the department's Licensure and Certification Unit that contains a correction of the application with notification of the effective date of the change and a copy of any new documents. The operator must ensure the letter is signed by a person with the express authority to sign on behalf of the operator, who shall attest by signature that the information being submitted is true and correct to the best of the operator's knowledge and belief; or

2. Submit to the department a correction of the application and a copy of any new documentation and information by submitting form Corrections for Long-Term Care Facility License Application referenced in paragraph (1)(C) 2. of this rule.

(N) If from an analysis of financial information submitted with the application, or if from information obtained during the term of a license, the operator appears insolvent or shows a tendency toward insolvency, the department shall have the right to request additional financial information from the operator. Within ten (10) working days after receiving a written request from the department, the operator shall—

1. Submit to the department the additional information requested in a letter accompanied by a statement attesting by signature that the information being submitted is true and correct to the best of the operator's knowledge and belief; or

2. Submit the financial information to the department on form Corrections for Long-Term Care Facility License Application referenced in paragraph (1)(C)2. of this rule.

(O) A license applicant's financial information, data and records submitted to the department as required by this rule, including, but not limited to, copies of any Internal Revenue Service forms, shall be open for inspection and be released only—

1. To designated employees of the department;

2. To the applicant furnishing this information or to his/her representative as designated in writing;

3. To the director of the department or to his/her representative as designated in writing;

4. To the state auditor or his/her representative as designated in writing;

5. To appropriate committees of the General Assembly or their representatives as designated in writing;

6. In any judicial or administrative proceeding brought under the Omnibus Nursing Home Act; or

7. When so ordered by a court of competent jurisdiction.

(P) To obtain a license for an additional level of care on the premises, the licensed operator shall submit a written request by electronic mail to LTCApplication@dhss.mo.gov, or mail to the department for the issuance of a license for the desired level of care. The request shall indicate the level of care, the number of beds desired, the name and address of the facility, the name and address of the operator, and shall include the signature of the operator. The request shall be signed by a person with the express authority to sign on behalf of the operator, who shall attest by signature that the information submitted is true and correct to the best of the operator's knowledge and belief. The licensure fee shall accompany this request. Requests are subject to department approval. The operator shall submit this request no less than sixty (60) days prior to the initiation date of the new level of care. The department shall coordinate this license's expiration date with that of the original license and the department shall prorate the license fee accordingly.

(Q) To request issuance of an amended license or temporary operating permit currently in effect, the operator shall—

1. Submit a written request to the department containing the request for amendment, the date the operator would like the amendment to be effective, and the number of the license or temporary operating permit to be amended; and

2. Submit a fee for the issuance of the amended license or temporary operating permit as required by subsection (1) (R) of this rule.

(R) If an operator initiates a request to amend a license or temporary operating permit currently in effect, the department requires the following fees:

1. If the request is for an increase in bed capacity, the operator shall submit a fee with the request which is the greater of—

A. The amount that would have been required by subsection (1)(I) of this rule if the increase in bed capacity has been included in the application, less any amount actually paid under that subsection; or

B. Fifty dollars (\$50); and

2. If the request is for a decrease in resident capacity or any other change, the operator shall submit a fee of twenty-five dollars (\$25) with the request.

(S) The department shall approve all requests for bed changes prior to issuance of an amended license or temporary operating permit. The effective date of the amended license or temporary operating permit shall be no earlier than the date the department approved the request for bed change.

(T) If the department issues a temporary operating permit, and then subsequently issues a regular license, the licensing period shall include the period of operation under the temporary operating permit. The licensing period shall also include any period during which the department was enjoined or stayed from revoking or denying a license or rendering the temporary operating permit null and void.

(U) Unless an operator indicates otherwise, all the rooms and space on the premises and all persons eighteen (18) years of age and over living on the premises shall be considered as part of the facility and its licensed capacity or staff and shall be subject to compliance with all rules governing the operation of a licensed facility. If an operator, when applying or reapplying for a license, wants to exclude some portion of the premises from being licensed or wants to exclude a relative as a resident, a statement to that effect shall be filed as a separate document indicating the use which will be made of that area of the premises and who or what occupies the area, and what the relationship is of the relative(s) being excluded. The statement shall be signed by a person with the express authority to sign on behalf of the operator, who shall attest by signature that the information submitted is true and correct to the best of the operator's knowledge and belief.

(V) The operator shall not provide care in any area on the premises to any related person who requires protective oversight unless there has been a written request to the department to consider any portion of the facility for private use and that indicates facility staff shall not be used at any time to care for the relative(s). Prior to the area being used in that manner, the operator shall submit the request for the department's approval. The department, after investigation, shall approve or disapprove the request in writing within thirty (30) days and shall issue or reissue the license indicating clearly which portion of the premises is excluded from licensure or which specific relative(s) is/are not considered a resident(s).

(2) If a facility was licensed under Chapter 197 or 198, RSMo and was in operation before September 28, 1979, or if an application was on file or construction plans were approved prior to September 28, 1979, the facility shall comply with construction, fire safety and physical plant rules applicable to an existing or existing licensed facility provided there has been continuous operation of the facility under a license or temporary operating permit issued by the division. If, however, there was an interruption in the operation of the facility due to license denial, license revocation or voluntary closure, the facility may be relicensed utilizing the same fire safety, construction and physical plant rules that were applicable prior to the license denial, license revocation or voluntary closure; provided that the facility reapplies for a license within one (1) year of the date of the denial, revocation or voluntary closure. Regardless of licensure, application, or construction plan approval date, intermediate care facilities and skilled nursing facilities shall comply with the fire safety standards published in 19 CSR 30-85.022.

(A) If a facility changes from a skilled nursing or intermediate care facility to any other level, or if the facility changes from an assisted living facility to a residential care facility, the facility shall comply with construction, fire safety and physical plant rules applicable to an existing or existing licensed facility as defined in 19 CSR 30-83.010.

(B) If the facility changes from a residential care facility to any other level or if an assisted living facility changes to an intermediate care or skilled nursing facility, the facility shall comply with construction, fire safety and physical plant rules applicable to a new or newly licensed facility as defined in 19 CSR 30-83.010.

(C) The facility shall comply with the rules applicable to a new or newly licensed facility if an application for relicensure has not been filed with the department within one (1) year of the license denial, license revocation or voluntary closure. All such facilities seeking licensure as an assisted living facility shall also comply with the requirements of 19 CSR 30-86.047 and, if applicable, 19 CSR 30-86.045.

(3) If a licensed facility discontinues operation as evidenced by the fact that no residents are in care or at any time the department is unable to freely gain entry into the facility to conduct an inspection, the facility shall be considered closed. The department shall notify the operator in writing requesting the voluntary surrender of the license. If the department does not receive the license within thirty (30) days, it shall be void. If the operator should choose to again license the facility, the operator shall submit a complete application. The provisions of section (1) shall apply.

(4) The department may grant exceptions for specified periods of time to any rule imposed by the department if the department has determined that the exception to the rule would not potentially jeopardize the health, safety or welfare of any residents of a long-term care facility.

(A) The owner or operator of the facility shall make requests for exceptions in writing to the director of the department. These requests shall contain—

1. A copy of the latest Statement of Deficiencies which shows a violation of the rule being cited, if the exception request is being made as a result of a deficiency issued during an inspection of the facility;

2. The section number and text of the rule being cited;

3. If applicable, specific reasons why compliance with the rule would impose an undue hardship on the operator, including an estimate of any additional cost that might be involved;

4. An explanation of any extenuating factors that may be relevant; and

5. A complete description of the individual characteristics of the facility or residents, or of any other factors that would safeguard the health, safety and welfare of the residents if the exception were granted.

(B) With the advice of the division's licensure inspection field staff, the department will consider any requests that contain all the information required in subsection (4)(A). The department shall notify the operator, in writing, of the decision on any request for an exception, stating the reason(s) for acceptance or denial, and, if granted, the length of time the exception is to be in effect and any additional corrective factors upon which acceptance may be conditioned.

(C) The department shall only grant exceptions to licensure requirements set out in rules imposed by the department and cannot grant exceptions to requirements established by state statute or federal regulations. Operators wishing to obtain waivers of regulations under Title XVIII or Title XIX of the Social Security Act shall follow procedures established by the Centers for Medicare and Medicaid (CMS).

(5) When the department issues a notice of noncompliance to a facility pursuant to the Omnibus Nursing Home Act (section 198.026, RSMo), the department, only after affording the facility operator a reasonable opportunity to remedy the situation, shall—

(A) Make every reasonable effort to provide residents of the facility or their legally authorized representatives or designees, if any—

1. A written notice of the noncompliance;

2. A list of other licensed facilities appropriate to the resident's needs; and

3. A list of agencies that will assist the resident if he/she moves from the facility; and

(B) After providing the information required by subsection (5)(A) and allowing a time period for the residents of the facility to relocate if they wish, notify the Social Security Administration in writing that a notice of noncompliance has been issued to the facility, and the effective date of the notice. If the facility achieves substantial compliance with standards and rules later, the department shall notify the Social Security Administration of the effective date of the facility's substantial compliance.

(6) A licensed facility shall comply with the provisions of Title VI of the Civil Rights Act 1964, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendment of 1972; the Age Discrimination Act of 1975; the Omnibus Budget and Reconciliation Act of 1982; the Americans with Disabilities Act of 1990; and the Keyes Amendment to the Social Security Act. No person shall be denied admission to, be denied benefits of, or be subjected to discrimination under any program, activity or service provided by the facility based on his/her race, color, national origin, sex, religion, age or disability, including Human Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS). Every licensed facility shall complete and sign form MO 580-2622 (9-05), Assurance of Compliance, incorporated by reference in this rule and available through the department's website at www.dhss.mo.gov or by telephone at (573) 526-8505 and file the form with the application for licensure or relicensure. This rule does not incorporate any subsequent amendments or additions.

(7) The department shall make available by Internet at www.dhss.mo.gov to interested individuals or without charge a single copy of—

(A) A complete set of the standards promulgated for each type of facility;

(B) An explanation of the procedures used in the state to ensure the enforcement of standards;

(C) A list of any facilities granted exception from a standard, including the justification for the exception; and

(D) A list of any facilities issued notices of noncompliance, including the details of the noncompliance.

(8) Every skilled nursing facility, intermediate care facility, residential care facility and assisted living facility issued a license or temporary operating permit by the department shall submit the required certificate of need quarterly surveys to the department on or before the fifteenth day of the first month following the previous Social Security quarter. (For example, for the Social Security quarter ending December 31, the due date is by January 15; for the Social Security quarter ending March 31, the due date is by April 15; for the Social Security quarter ending June 30, the due date is by July 15; and for the Social Security quarter ending September 30, the due date is by October 15). The information shall be submitted on the ICF/SNF Certificate of Need Quarterly Survey form or the RCF/ALF Certificate of Need Quarterly Survey form obtained from the Missouri Certificate of Need Program, PO Box 570, Jefferson City, MO 65102.

AUTHORITY: Executive Order 77-9 of the Governor filed Jan. 31, 1979, effective Sept. 28, 1979, and sections 198.018, 198.073, 198.076, and 198.079, RSMo Supp. 2007. This rule was originally filed as 13 CSR 15-10.010. Emergency rule filed Aug. 13, 1979, effective Oct. 1, 1979, expired Jan. 25, 1980. Original rule filed Aug. 13, 1979, effective Dec. 13, 1979. Emergency amendment filed Oct. 15, 1980, effective Oct. 25, 1980, expired Feb. 26, 1981. Amended: Filed Dec. 10, 1980, effective May 11, 1981. Amended: Filed Dec. 7, 1981, effective May 11, 1982. Amended: Filed March 15, 1983, effective July 11, 1983. Amended: Filed July 13, 1983, effective Oct. 11, 1983. Amended: Filed Sept. 12, 1984, effective Dec. 11, 1984. Amended: Filed June 17, 1986, effective Oct. 24, 1986. Amended: Filed Aug. 1, 1988, effective Nov. 10, 1988. Emergency amendment filed Aug. 14, 1992, effective Aug. 28, 1992, expired Dec. 25, 1992. Rescinded and readopted: Filed April 14, 1993, effective Oct. 10, 1993. Amended: Filed Feb. 13, 1998, effective Sept. 30, 1998. Moved to 19 CSR 30-82.010, effective Aug. 28, 2001. Amended: Filed Aug. 23, 2006, effective April 30, 2007. Amended: Filed March 13, 2008, effective Oct. 30, 2008.*

**Original authority: 198.018, RSMo 1979, amended 1984, 1987, 1988, 1994, 2007; 198.073, RSMo 1979, amended 1984, 1992, 1999, 2006, 2007; 198.076, RSMo 1979, amended 1984, 2007; and 198.079, RSMo 1979, amended 2007.*

2004-11338

REC FEE: \$30.00
PAGES: 3

JANET ROBERT, Recorder of
Deeds, Cape Girardeau
County MO, certify that
this document was filed
for record at 08:34AM
and official seal affixed
at Jackson, MO. 07/21/2004

JANET ROBERT
Recorder of Deeds

Vickie Meyer Deputy

CCA- 30chg.

Cape Girardeau County Abstract and Title Company, Inc.
File No. 04200417

Missouri Corporation Warranty Deed

This Indenture, Made on 12th day of July, 2004, by and between
RECTOR, WARDEN AND VESTRYMEN OF CHRIST CHURCH PROTESTANT EPISCOPAL
CHURCH OF CAPE GIRARDEAU, a corporation, duly organized under the laws of the State of
Missouri,
as GRANTOR, and

R. H. MONTGOMERY PROPERTIES, INC.,

as GRANTEE, whose mailing address is:

P.O. BOX 1046
SIKESTON, MD. 21681

Property Address: ROUTE W, CAPE GIRARDEAU, MO 63701

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00)
and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and
assigns, the following described lots, tracts and parcels of land situated in the County of CAPE
GIRARDEAU and State of Missouri, to wit:

A part of the Northwest quarter of Section No. 23, Township 31 North, Range 13 East of the Fifth
Principal Meridian, County of Cape Girardeau, State of Missouri being more particularly described as
follows:

Commencing at a 1/2" Iron Pin at the Northeast corner of lot no. 1 of Cape La Croix Farms Subdivision as
recorded in the land records of the County Recorder's Office in plat book no. 17 at page no. 12 said point
also being in the centerline of County Road no. 620 from which point a 1" Iron Pipe at the Northeast
corner of the northwest quarter of said section no. 23 bears N 88 degrees 44' 23" E, 1396.11 feet; Thence
along the centerline of County Road no. 620 the following courses and distances: S 17 degrees 05' 43" E,
160.60 feet; Thence S 15 degrees 18' 23" E, 682.77 feet; Thence S 15 degrees 18' 59" E, 173.15 feet to a
1/2" Iron Pin and being the True Point of Beginning:

Thence continue along said centerline of County Road No. 620, S 15 degrees 18' 59" E, 519.06 feet to a 1/2" Iron Pin; Thence S 74 degrees 44' 40" W, 35.00 feet to a 1/2" Iron Pin on the west right of way line of Missouri State Route "W"; Thence S 11 degrees 01' 09" E, 11.18 feet along said west right of way line to the centerline of an existing 50' wide ingress - egress easement as recorded in book no. 524 at page no. 373; Thence S 88 degrees 03' 07" W, 425.70 feet along said centerline to a 1/2" Iron Pin on the east line of lot no. 1 of Cape La Croix Farms Subdivision as recorded in plat book no. 17 at page no. 12; Thence N 15 degrees 18' 59" W, 431.75 feet along east line of said lot no. 1 to a 1/2" Iron Pin; Thence N 74 degrees 41' 01" E, 450.00 feet to the point of beginning.

Subject to a 50' wide ingress - egress easement along the south line of the above described 5.00 acre tract said easement being recorded in the land records of the County Recorder's Office in book no. 524 at page no. 377.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes and assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTEE, the word GRANTEE will be construed to read GRANTEES whenever the sense of this Deed requires.

IN WITNESS WHEREOF, The GRANTOR has caused these presents to be signed by its Senior Warden and attested by its Secretary on the day and year above written.

RECTOR, WARDEN AND VESTRYMEN OF
CHRIST CHURCH PROTESTANT EPISCOPAL
CHURCH OF CAPE GIRARDEAU

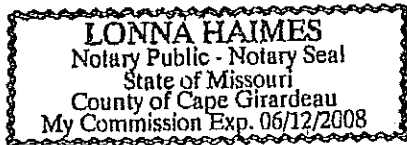


BY: DENNIS R. H. CAIN, SENIOR WARDEN

The State of Missouri
County of Cape Girardeau

On this 12th day of July, 2004, before me, appeared DENNIS CAIN, to me personally known, who being by me duly sworn, did say that she is the Senior Warden of RECTOR, WARDEN AND VESTRYMEN OF CHRIST CHURCH PROTESTANT EPISCOPAL CHURCH OF CAPE GIRARDEAU, a corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said DENNIS CAIN acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.




Lonna Haimes
Notary Public

My Term Expires: _____

File No: 04200417

Policy No. B75-0006072

Amount of Insurance: \$170,000.00

Premium: \$465.00

Date of Policy: July 21, 2004, 8:34am

1. Name of Insured:

R. H. Montgomery Properties, Inc.

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

R. H. Montgomery Properties, Inc.

4. The land referred to in this policy is described as follows:

A part of the Northwest quarter of Section No. 23, Township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri being more particularly described as follows: Commencing at a 1/2" Iron Pin at the Northeast corner of lot no. 1 of Cape La Croix Farms Subdivision as recorded in the land records of the County Recorder's Office in plat book no. 17 at page no. 12 said point also being in the centerline of County Road no. 620 from which point a 1" Iron Pipe at the Northeast corner of the northwest quarter of said section no. 23 bears N 88 degrees 44' 23" E, 1396.11 feet; Thence along the centerline of County Road no. 620 the following courses and distances: S 17 degrees 05' 43" E, 160.60 feet; Thence S 15 degrees 18' 23" E, 682.77 feet; Thence S 15 degrees 18' 59" E, 173.15 feet to a 1/2" Iron Pin and being the True Point of Beginning; Thence continue along said centerline of County Road No. 620, S 15 degrees 18' 59" E, 519.06 feet to a 1/2" Iron Pin; Thence S 74 degrees 44' 40" W, 35.00 feet to a 1/2" Iron Pin on the west right of way line of Missouri State Route "W"; Thence S 11 degrees 01' 09" E, 11.18 feet along said west right of way line to the centerline of an existing 50' wide ingress - egress easement as recorded in book no. 524 at page no. 373; Thence S 88 degrees 03' 07" W, 425.70 feet along said centerline to a 1/2" Iron Pin on the east line of lot no. 1 of Cape La Croix Farms Subdivision as recorded in plat book no. 17 at page no. 12; Thence N 15 degrees 18' 59" W, 431.75 feet along east line of said lot no. 1 to a 1/2" Iron Pin; Thence N 74 degrees 41' 01" E, 450.00 feet to the point of beginning. Subject to a 50' wide ingress - egress easement along the south line of the above described 5.00 acre tract said easement being recorded in the land records of the County Recorder's Office in book no. 524 at page no. 377.

Countersigned

Cape Girardeau County Abstract and Title Company, Inc.

By

Authorized Signatory

Commonwealth Land Title Insurance
Company

This policy is invalid unless the cover sheet,
Schedule A and Schedule B are attached.

Page 1

**CAPETOWN ASSISTED LIVING
BY AMERICARE
6.51 ACRES**

**THE ARBORS AT CAPETOWN
ASSISTED LIVING BY AMERICARE**

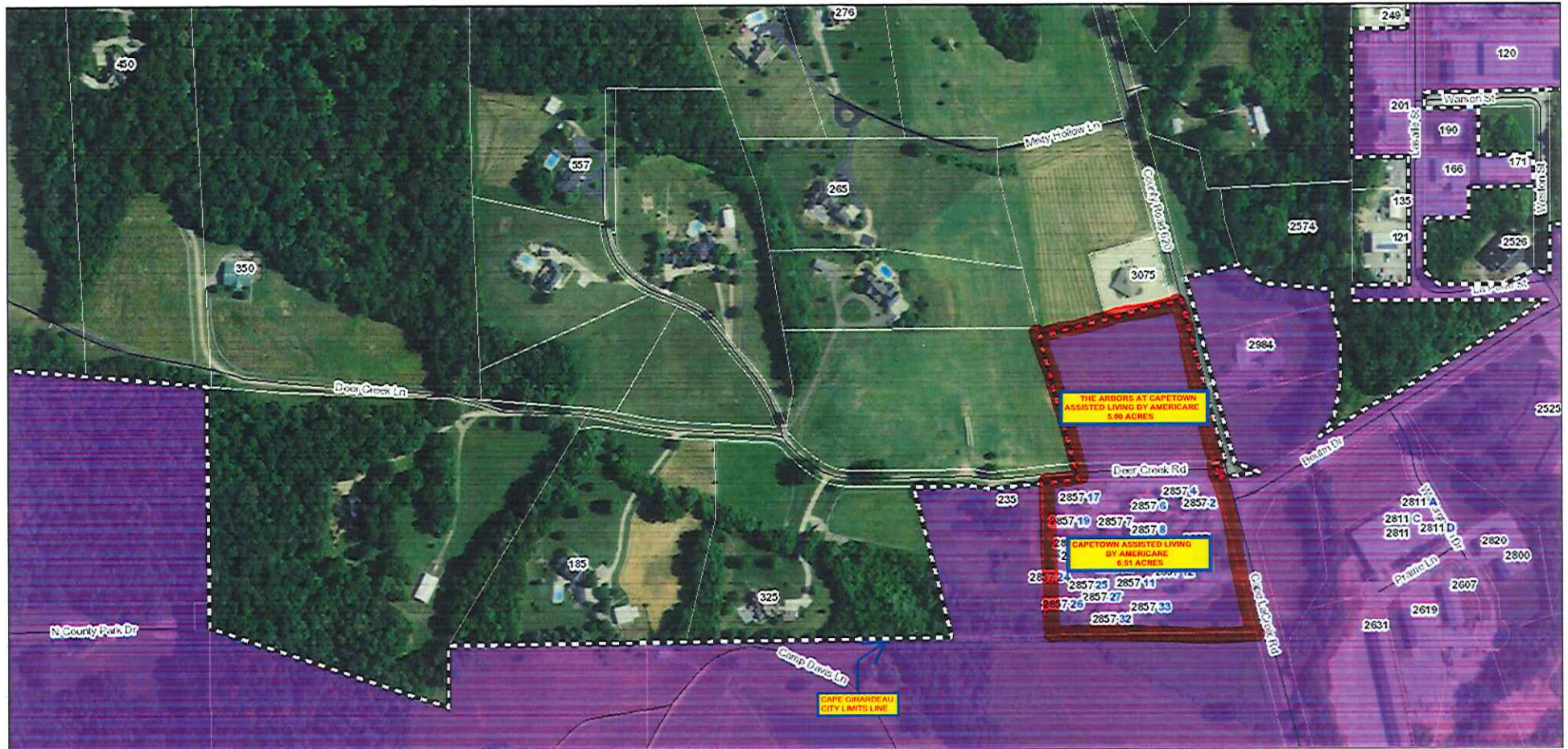
DEER CREEK ROAD

**EXISTING 11-FOOT WIDE
PRIVATE ASPHALT DRIVE**

**CENTERLINE 50' WIDE INGRESS / EGRESS
EASEMENT BOOK 524, PAGE 377
AND COMMON PROPERTY LINE
BETWEEN THE TWO TRACTS OWNED
BY THE MONTGOMERY FAMILY**

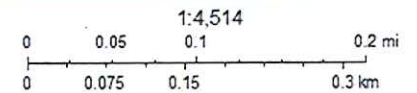


CITY GIS62917



June 29, 2017

- | | | |
|---------------------|---------------------|-----------------|
| Cape County | FIRE STATION 3 | Shelly Moore, 2 |
| Cape City Addresses | FIRE STATION 4 | Victor Gunn, 3 |
| Cape City Limits | POLICE HEADQUARTERS | Wayne Bowen, 6 |
| Street Centerlines | Robbie Guard, 4 | Parcels |
| FIRE STATION 1 | Bob Fox, 5 | |
| FIRE STATION 2 | Joseph Uzoaru, 1 | |



City of Cape Girardeau
 Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
 CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User
 Community

[illegible]

DEVELOPER - AMERICARE
C/O HENLEY MONTGOMERY
915 E. ASH STREET
COLUMBIA, MO. 63201
(314) 443-5400

SITE DATA
 ZONING - RA
 ACREAGE - 5.00 AC
 LOCATION - Cape LaCrosse Rd.
 Cape Girardeau, Missouri 63701

- C1.1 OVERALL SITE PLAN
- C1.2 TOPOGRAPHICAL SURVEY (FOR INFORMATION ONLY)
- C1.3 SITE & UTILITY PLAN
- C1.4 LEGEND/NOTES PLAN
- C2.1 OVERALL GRADING PLAN
- C2.2 GRADING PLAN
- C2.3 DRAINAGE PLAN
- C2.4 DRAINAGE NOTES AND DETAILS
- C2.5 DRAINAGE NOTES AND DETAILS
- C3.1 FLOODING CONTROL PLAN
- C3.2 FLOODING CONTROL DETAILS
- C3.3 FLOODING CONTROL NOTES AND DETAILS
- C4.1 SITE WORK DETAILS
- C4.2 SITE WORK DETAILS
- C4.3 SITE WORK DETAILS
- C5.1 CITY OF CAPE CHARLES, MD STD. DETAILS
- C5.2 CITY OF CAPE CHARLES, MD STD. DETAILS
- C5.3 LANDSCAPING PLAN
- C6.1 PUBLIC SANITARY SEWER MAIN PLAN & PROFILE LINE A
- C6.2 PUBLIC SANITARY SEWER MAIN B & PROFILE LINE B
- C6.3 PUBLIC SANITARY SEWER DETAILS
- C6.4 PUBLIC SANITARY SEWER DETAILS
- C7.1 PUBLIC WATER MAIN PLAN & PROFILE
- C7.2 PUBLIC WATER MAIN DETAILS
- C7.3 PUBLIC WATER MAIN DETAILS

REVISIONS		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
A	CITY COMMENTS	2/15/16
A	CITY COMMENTS	12/17/15



SURVEY BY BOWEN DATE 06/2015 1" = 30'-0"
DRAWN BY JAL DATE _____ 1" = 30'-0"
DESIGN BY NPS DATE _____ CAPE GIRARDEAU

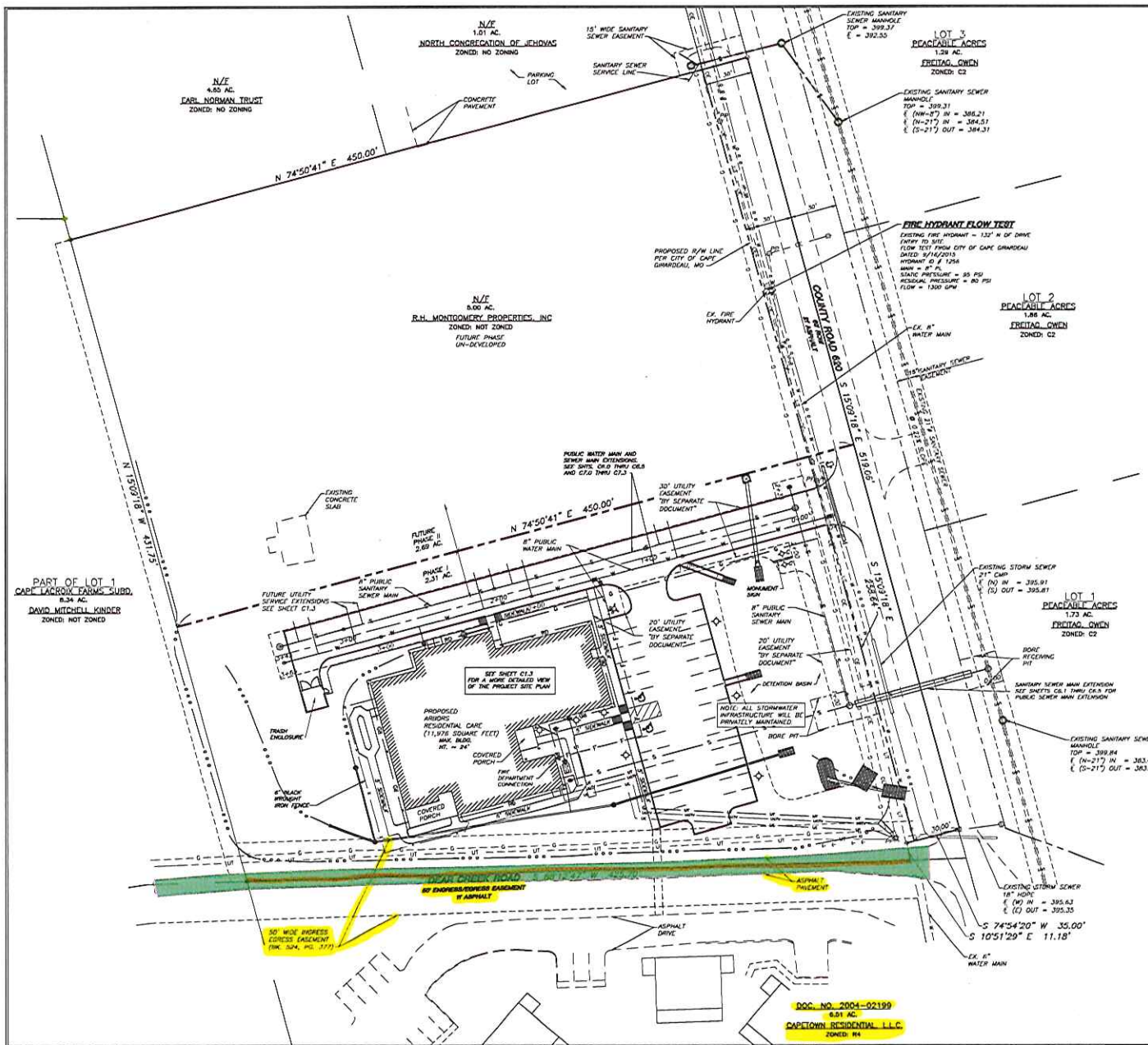
REVIEWED _____

SENIOR CITY ENGINEER

CITY ENGINEER

SHEET C11

AMERICARE SYSTEMS, INC.
PROJECT DEVELOPMENT
375 E. 43RD STREET
COLUMBIA, MO 65201
PHONE: (314) 442-8100, FAX: (314) 442-8277



AGREEMENT FOR MUTUAL COVENANTS

007692

THIS AGREEMENT, made and entered into this 27th day of July, 1990, by and between Patricia L. Seabaugh, Trustee of the Patricia L. Seabaugh Voluntary Trust of February 1, 1985, and William F. Seabaugh, Trustee of the William O. L. Seabaugh Voluntary Trust of February 1, 1985 (hereinafter "Seabaugh"), Richard L. Kies and Rebecca A. Kies, husband and wife (hereinafter "Kies"), and William K. LaFoe and Patricia M. LaFoe, husband and wife (hereinafter "LaFoe"), Seabaugh, Kies and LaFoe all referred to collectively as "Owners."

WITNESSETH:

WHEREAS, Seabaugh is the owner of a tract of land lying west of County Road 620 near the intersection of Route W in the County of Cape Girardeau, State of Missouri, and;

WHEREAS, included within the land owned by Seabaugh is a tract located to the West of the current Seabaugh home, to wit:

A part of the North half of the Northeast Quarter of Section 22, township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at the northwest corner of the northeast quarter of Section 27; Thence S 85° 20' 14" E, 2107.36 feet along the north line of the northeast quarter; Thence S 00° 00' 10" E, 963.57 feet; Thence S 45° 08' 39" E, 525.61 feet to the south line of the north half of the northeast quarter, Section 27; Thence N 86° 25' 19" W, 2462.04 feet along said south line to the southwest corner of the north half of the northeast quarter; Thence N 00° 40' 09" W, 1352.04 feet along the west line of the north half of the northeast quarter to the point of beginning containing 65.42 acres more or less.

such property hereinafter being referred to as "Seabaugh West Tract;" and

- Page 2 -

WHEREAS, included within the land owned by Seabaugh is a tract East of that property described in the above paragraph, which includes the current Seabaugh home, to wit:

A part of the Northeast Quarter of Section 22 and the Northwest Quarter of Section 23, Township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at the southwest corner of the above described 9.25 acre tract; Thence N 88° 14' 10" E, 880.01 feet along the north line of a tract of land recorded in the land records of the County Records Office in book no. 409 at page no. 979; Thence N 00° 00' 00" E, 1150.00 feet; Thence N 61° 45' 19" W, 1189.56 feet; Thence N 88° 18' 24" W, 504.13 feet; Thence S 00° 00' 10" E, 659.58 feet; Thence S 45° 08' 39" E, 525.61 feet to the northwest corner of the above described 9.25 acre tract; Thence along the north and east lines of said tract the following courses and distances: S 55° 19' 53" E, 61.26 feet; Thence S 81° 33' 33" E, 213.83 feet; Thence S 89° 39' 45" E, 130.55 feet; Thence S 00° 20' 15" W, 275.00 feet; Thence S 13° 24' 30" W, 393.35 feet to the point of beginning containing 41.60 acres more or less,

such property hereinafter being referred to as "Seabaugh East Tract;" and

WHEREAS, Seabaugh conveyed to Kies by General Warranty Deed on the 20th day of January, 1989, a certain portion of real estate, to wit:

A part of the Southeast Quarter - Northeast Quarter, Section 22, Township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at a 5/8" re-bar at the Southwest corner of the Southeast Quarter - Northeast Quarter, Section 22; Thence N 01° 23' 45" W, 1402.65 feet along the West line of the Southeast Quarter - Northeast Quarter to the Northwest corner of the Southeast Quarter - Northeast Quarter, said point being marked by a grader blade; Thence S 86° 25' 19" E, 1175.90 feet along the North line of the Southeast Quarter - Northeast Quarter; Thence S 29° 27' 51" W, 861.32 feet to the Northwest corner of a tract of land recorded in the land records of the County Records Office in Book No. 409 at Page No. 979; Thence S 02° 03' 00"

- Page 3 -

E, 607.00 feet along the West line of said tract to the South line of the Southeast Quarter - Northeast Quarter; Thence N 87° 51' 00" W, 738.01 feet along the South line of the Southeast Quarter - Northeast Quarter to the point of beginning, containing 27.33 acres more or less and subject to certain easements,

said General Warranty Deed being recorded in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, in Book 428 at Page 952, such property hereinafter being referred to as "Kies Property;" and

WHEREAS, Seabaugh has contracted to sell to LaFoe and LaFoe has contracted to purchase from Seabaugh a tract of real estate containing approximately 9.25 acres, said real estate being situated Northeast of the property owed by Kies, to wit:

A part of the Southeast Quarter - Northeast Quarter, Section 22 and a part of the Southwest Quarter - Northwest Quarter, Section 23, Township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at a 1/2" re-bar on the south line of the N.E. 1/4 - N.E. 1/4, Section 22, from which point a grader blade at the S. W. corner of said N.E. 1/4 - N.E. 1/4, bears N 86° 25' 19" W, 1175.90 feet; Thence S 55° 19' 53" E, 61.26 feet to the centerline of a private drive; Thence along said centerline the following courses and distances: S 81° 33' 33" E, 213.83 feet; Thence S 89° 39' 45" E, 130.55 feet; Thence leaving said centerline S 00° 20' 15" W, 275.00 feet; Thence S 13° 24' 30" W, 393.35 feet to the north line of a tract of land recorded in the land records of the County Records Office in book no. 409 at page no. 979; Thence S 88° 14' 10" W, 119.99 feet along said north line; Thence S 87° 57' 00" W, 603.73 feet along said north line to the northeast corner of said tract; Thence N 29° 27' 51" E, 861.32 feet to the point of beginning containing 9.25 acres and subject to all easements of record,

such property hereinafter being referred to as "LaFoe Property;" and

WHEREAS, Owners desire to establish a plan for the development of the

- Page 4 -

Seabaugh East Tract, Seabaugh West Tract, Kies Property and LaFoe Property through the establishment of protective covenants, consideration for such protective covenants being the restrictions to be placed on the property owned by Seabaugh, Kies and LaFoe, for which the other Owners will benefit from said restrictions; and

WHEREAS, desiring to protect themselves and future owners of such property, Owners hereby establish the following restrictions on said Seabaugh East Tract, Seabaugh West Tract, Kies Property and LaFoe Property, such restrictions to bear against and effect said property, and shall be covenants running with the land, on the terms, conditions and specifications herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, Owners do hereby make and establish the following protective covenants containing declarations as to limitations, restrictions, uses and agreements to which lots and/or tracts consisting of said Seabaugh East Tract and Seabaugh West Tract, Kies Property and LaFoe Property may be put, hereby specify that said declarations shall constitute protective covenants that will run with the land and shall be binding on all parties, grantees and future owners of said real estate and shall be mutually applicable to all of the lots for the purpose of keeping this real estate desirable, uniform and suitable for the uses specified:

1. The sale and release of lots and/or tracts within the Seabaugh East Tract, Seabaugh West Tract, Kies Property and LaFoe Property shall be made subject

- Page 5 -

to these restrictions.

2. Persons owning or purchasing such real estate shall use said real estate for single family residential purposes only, subject to two exceptions: first, current owners may continue to use property for any such purpose as the property is being used upon execution of this agreement; and second, the Kies Property and Seabaugh West Tract may be sold for public conservation, wildlife or park usage; provided, however, that no sale for non-residential usage shall include any portion of the easement set forth in paragraph 6 below. No other uses of such property shall be permitted.

3. The following restrictions shall apply to the Seabaugh East Tract and LaFoe Property:

- A. Any lot and/or tract sold shall be a minimum of 3 acres in size.
- B. There shall be only one residence built per 3 acres of land.
- C. Each residence shall contain not less than 3,000 finished square feet on the first floor, excluding carport or garage.

4. The following restrictions shall apply to the Seabaugh West Tract and Kies Property:

- A. Any lot and/or tract sold shall be a minimum of 12 acres in size.
- B. There shall be only one residence built per 12 acres of land.
- C. Each residence shall contain not less than 3,500 finished square feet on the first floor, excluding carport or garage.

5. The restrictions set forth in paragraphs 3C and 4C may be modified in

- Page 6 -

writing by agreement of three-fourths (3/4) of the owners residing on the Seabaugh East Tract, Seabaugh West Tract, Kies Property and LaFoe Property at the time the modification is sought.

6. Subject to the exception set forth in paragraph 2 above, Owners, future owners, their heirs, successors and assigns shall have an easement for a common driveway, sewers, water, gas and electricity fifty feet wide for the joint use and benefit of Owners, future owners their heirs, successors and assigns. Said easement is described as follows:

A strip of land 50 feet wide, lying 25 feet each side of the following described line, being the centerline of an existing driveway

Commencing at a point on the North line of the Southeast Quarter - Northeast Quarter, Section 22, from which point a grader blade at the Northwest corner of the Southeast Quarter - Northeast Quarter bears N 86° 25' 19" W, 1175.90 feet; Thence S 29° 27' 51" W, 78.79 feet to the true point of beginning; Thence N 69° 15' 45" E, 95.32 feet; Thence S 81° 33' 33" E, 213.83 feet; Thence S 89° 39' 45" E, 319.64 feet; Thence S 47° 25' 59" E, 184.81 feet; Thence S 79° 44' 01" E, 87.46 feet; Thence N 88° 28' 53" E, 369.81 feet; Thence S 81° 55' 06" E, 85.97 feet; Thence N 81° 28' 13" E, 174.14 feet; Thence N 88° 03' 02" E, 114.63 feet to the West edge of County Road No. 620

The sidelines of the above described strip being prolonged and shortened to terminate at the West edge of County Road No. 620 and at the East line of the above described 27.33 acre parcel.

7. Owners and future owners shall share the maintenance and repair of the easement in accordance with the portion of the easement used, and if any party shall sell any lot which shall use the easement, there shall be placed in said Deed a reservation that said grantee shall share pro-rata in the cost of maintenance and repair of the common drive in accordance with the portion of the easement used.

- Page 7 -

The apportionment of cost for the existing easement shall apply to the parties hereto as follows:

A. Seabaugh, Kies and LaFoe shall share equally the cost of maintenance and repair of the common drive running from the West edge of Count Road 620 to the point where there is a fork in the road, one drive leading to the Seabaugh house and the other leading to the Kies and LaFoe properties. Such easement to be equally shared by Seabaugh, Kies and LaFoe is more particularly described as follows:

A strip of land 50 feet wide, lying 25 feet each side of the following described line, being the centerline of an existing driveway

Commencing at a point on the North line of the Southeast Quarter - Northeast Quarter, Section 22, from which point a grader blade at the Northwest corner of the Southeast Quarter - Northeast Quarter bears N 86° 25' 19" W, 1175.90 feet; Thence S 29° 27' 51" W, 78.79 feet; Thence N 69° 15' 45" E, 95.32 feet; Thence S 81° 33' 33" E, 213.83 feet; Thence S 89° 39' 45" E, 319.64 feet to the true point of beginning; Thence S 47° 25' 59" E, 184.81 feet; Thence S 79° 44' 01" E, 87.46 feet; Thence N 88° 28' 53" E, 369.81 feet; Thence S 81° 55' 06" E, 85.97 feet; Thence N 81° 28' 13" E, 174.14 feet; Thence N 88° 03' 07" E, 514.63 feet to the West edge of County Road No. 620.

The sidelines of the above described strip being prolonged and shortened to terminate at the West edge of County Road No. 620 and at the East line of the above described 27.33 acre parcel.

B. Kies and LaFoe shall share equally the initial cost of installation, and any maintenance and repair of the common drive running from the fork in the road to the Kies and LaFoe properties. Such easement to be equally shared by Kies and LaFoe is more particularly described as follows:

A strip of land 50 feet wide, lying 25 feet each side of the following described line, being the centerline of an existing driveway

- Page 8 -

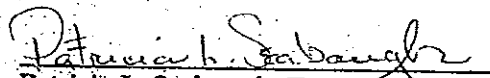
Commencing at a point on the North line of the Southeast Quarter - Northeast Quarter, Section 22, from which point a grader blade at the Northwest corner of the Southeast Quarter - Northeast Quarter bears N 86° 25' 19" W, 1175.90 feet; Thence S 29° 27' 51" W, 78.79 feet to the true point of beginning; Thence N 69° 15' 45" E, 95.32 feet; Thence S 81° 33' 33" E, 213.83 feet; Thence S 89° 39' 45" E, 319.64 feet.

The sidelines of the above described strip being prolonged and shortened to terminate at the West edge of County Road No. 620 and at the East line of the above described 27.33 acre parcel.

8. All assessments for repairs or maintenance of streets shall be paid promptly when same becomes due and in the event a lot owner fails to pay same promptly when due shall constitute a lien upon the lot and same may be enforced in equity as in the case of any lien foreclosure or by an action at law.

9. No construction of residences or other structures shall begin until architectural plans have been submitted to and approved unanimously by Seabaugh, Kies and LaFoe, or, if applicable, the personal representatives and heirs of Seabaugh, Kies and/or LaFoe.

10. This Agreement shall run with the land and shall be binding on all parties, grantees and future owners of said real estate. The seller of any property that is subject to this agreement shall place in any Deed a reference to this Agreement and such restrictions as are necessary to enforce the terms of this Agreement.


Patricia L. Seabaugh, Trustee of the
Patricia L. Seabaugh Voluntary
Trust of February 1, 1985

- Page 9 -

William F. Seabaugh
 William F. Seabaugh, Trustee
 of the William O. L. Seabaugh
 Voluntary Trust of February 1, 1985

Richard L. Kies

Rebecca A. Kies

William K. LaFoe

Patricia M. LaFoe

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

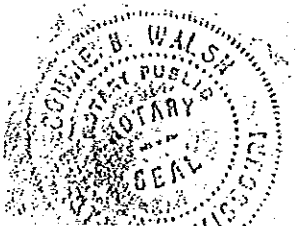
) SS.

On this 3rd day of August, 1990, before me a Notary Public in and for said state, personally appeared William F. Seabaugh, known to me to be the persons who executed the within Protective Covenants and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Louis, Missouri, the day and year first above written.

Connie B. Walsh
 Notary Public

CONNIE B. WALSH
 NOTARY PUBLIC - STATE OF MISSOURI
 CITY OF ST. LOUIS
 MY COMMISSION EXPIRES JAN. 9, 1992



William F. Seabaugh, Trustee
of the William O. L. Seabaugh
Voluntary Trust of February 1, 1985

R. L. Kies 8-1-90
Richard L. Kies

Rebecca A. Kies
Rebecca A. Kies

William K. LaFoe

Patricia M. LaFoe

STATE OF MISSOURI)
COUNTY OF) SS.

On this ____ day of _____, 1990, before me a Notary Public in and for said state, personally appeared William F. Seabaugh, known to me to be the persons who executed the within Protective Covenants and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

Notary Public

William F. Seabaugh, Trustee
of the William O. L. Seabaugh
Voluntary Trust of February 1, 1985

Richard L. Kies

Rebecca A. Kies

William K. LaFoe
William K. LaFoe

Patricia M. LaFoe
Patricia M. LaFoe

STATE OF MISSOURI)
) SS.
COUNTY OF)

On this ____ day of _____, 1990, before me a Notary Public in and for said state, personally appeared William F. Seabaugh, known to me to be the persons who executed the within Protective Covenants and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

Notary Public

- Page 10 - 12

STATE OF MISSOURI)
) SS.
 COUNTY OF CAPE GIRARDEAU)

On this 1st day of August, 1990, before me a Notary Public in and for said state, personally appeared Patricia L. Seabaugh, known to me to be the persons who executed the within Protective Covenants and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cape Girardeau, Missouri, the day and year first above

My commission expires: 11-13-92

Debbie Davis
 Notary Public Debbie Davis

STATE OF MISSOURI)
) SS.
 COUNTY OF CAPE GIRARDEAU)

On this 1st day of August, 1990, before me a Notary Public in and for said state, personally appeared Richard L. Kies and Rebecca A. Kies, known to me to be the persons who executed the within Protective Covenants and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cape Girardeau, Missouri, the day and year first above

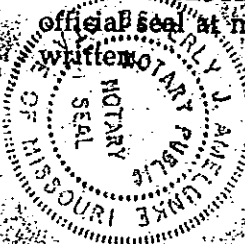
My commission expires: 11-13-92

Debbie Davis
 Notary Public Debbie Davis

STATE OF MISSOURI)
) SS.
 COUNTY OF CAPE GIRARDEAU)

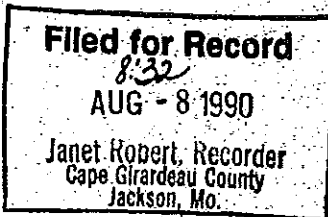
On this 1st day of August, 1990, before me a Notary Public in and for said state, personally appeared William K. LaFoe and Patricia M. LaFoe, known to me to be the persons who executed the within Protective Covenants and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cape Girardeau, Missouri, the day and year first above written.



BEVERLY J. AMELUNKE, Notary Public
State of Missouri, Cape Girardeau County
My Commission Expires September 24, 1993

Beverly J. Amelunke
Notary Public



\$41.00
4.00 chg.

COATMEN'S BANK
P. O. Box 220
Cape Girardeau, Missouri 63702-220

STATE OF MISSOURI }
County of Cape Girardeau, } ss

I hereby certify that this instrumen
was FILED FOR RECORD at the dat
and time shown hereon and is recorded in
Book. 524 Page 383

JANET ROBERT
Recorder of Deeds

By Shela Crass Deputy

Houchins, Karla

From: Pete Eichholz <peichholz@americareusa.net>
Sent: Friday, July 07, 2017 2:26 PM
To: Houchins, Karla
Subject: RE: CON Application #5470 RT: Capetown Assisted Living
Attachments: Cape Girardeau Drawsheet - Application 12.xlsx; Purchase Agreement.pdf; General Warranty Deed.pdf; Cape - RH.pdf; Purchase Agreement.pdf; Capetwon Operating Agreement.pdf

Hi Karla,

Here are the responses to your requests:

1. Yes
2. Attachment 1 is our latest draw sheet from WillCo. We don't have a contract. They send us the draw and we pay them.
3. Attachment 2 and 3 is the Purchase Agreement and Warranty Deed
4. Existing Capetown ALF currently has 24 units. All 24 are double occupancy.
5. Begin: 5/1/16 C/O: By July 14th Licensure: By end of July
6. 13,225 Sq Ft
7. Attachment 4 shows that RH Montgomery Properties is the sole member of Cape Girardeau Residential, LLC. (Attachment 5 and 6 are the purchase agreement and operating agreement)

From: Houchins, Karla [mailto:Karla.Houchins@health.mo.gov]
Sent: Monday, July 03, 2017 10:43 AM
To: Pete Eichholz
Cc: Dorge, Alison
Subject: CON Application #5470 RT: Capetown Assisted Living

Pete;

Alison forwarded your email to me. We plan to process the application as a renovate/modernize project as you indicated in the Letter of Intent and application. I raised the question as to whether or not it would be a renovate/modernize project or a bed replacement project because it appeared to us that the street that separates the land is public. There was a similar project in the past that received a CON with an incorrect project description that caused the applicant a problem with licensing the building, and we wanted to try to prevent that if that had been the case.

I am continuing to review the application. Some additional information is needed.

1. Do you agree that the new construction cost per square foot is \$157.82 (\$1,890,000/11,976), instead of \$151 that was stated on the project budget?
2. Provide the construction contract.
3. Provide documentation of the cost of the land.
4. Currently, how many rooms are licensed for single-occupancy and how many are licensed for double-occupancy?
5. Provide a timeline for the project (construction start date, construction completion date and licensure).
6. What is the total square footage of the existing ALF?
7. Explain the relationship between the proposed owner, Capetown Residential, LLC, and R. H. Montgomery Properties, Inc.

Please acknowledge receipt of this email today and provide the above by July 7. If you have questions, let me know.

APPLICATION AND CERTIFICATE OF PAYMENT				Document G702		Page of
TO (OWNER) : Americare		PROJECT : Capetown		APPLICATION NO:		12
FROM (CONTRACTOR) : WillCo Construction, LLC		ARCHITECT: Larry Nelson		APPLICATION DATE:		6/19/17
				PERIOD FROM:		5/7/17
				TO:		6/19/17
				CONTRACT DATE:		
CONTRACTOR'S APPLICATION FOR PAYMENT						
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet G703 is attached.						
GC General Requirements	0.00%	1	Original Contract Sum/Guaranteed Maximum Price:		\$	2,303,787.33
		2	Net Change by Change Orders:		\$	-
GC Overhead & Profit	0.00%	3	Contract Sum/Guaranteed Maximum Price To Date:		\$	2,303,787.33
Retainage:	0.00%	4	Total Completed & Stored-to-Date:		\$	2,032,011.05
		5	Less Retainage		\$	-
Other Terms:		6	Total Earned less Retainage		\$	2,032,011.05
		7	Less Previous Certificates for Payments			
Contractor's Affidavit			Application No.	Payment	Date	
			1	\$ 14,773.86	6/20/2016	
The undersigned Contractor certifies that to the best of its knowledge,			2	\$ 127,003.95	8/20/2016	
information and belief the Work covered by this Application for Payment			3	\$ 117,267.01	9/23/2016	
has been completed in accordance with the Contract Documents, that all			4	\$ 162,694.88	10/24/2016	
amounts have been paid for Work for which previous Certificates for			5	\$ 140,541	11/20/2016	
Payment were issued and payments received from the Owner,			6	\$ 242,413	12/20/2016	
and that current payment shown herein is now due.			7	\$ 173,311	1/20/2017	
			8	\$ 164,291	2/20/2017	
CONTRACTOR:			9	\$ 240,825	3/20/2017	
			10	\$ 269,066	4/20/2017	
			11	\$ 295,771	5/20/2017	
			Total Previous Certificates for Payments			\$ 1,947,958.36
By:	Date:	8	Current Payment Due		\$	84,052.69
ARCHITECT'S CERTIFICATE FOR PAYMENT						
				AMOUNT CERTIFIED:	\$	84,052.69
				ARCHITECT: INSPIREON, LLC.		
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.				BY:	Date:	
				This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.		

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT for the purchase and sale of certain real property made, entered into and delivered on the date set forth below by and between The Rector, Wardens, and Vestry of Christ Episcopal Church of Cape ("Seller") and R. H. Montgomery Properties, Inc., a Missouri Corporation, as the assignee of the William O. L. Seabaugh Voluntary Trust of February 1, 1985, and The Patricia L. Seabaugh Voluntary Trust of February 1, 1985, ("Buyer").

The parties agree as follows:

1. **Sale.** The Seller shall sell and convey to the Buyer, and the Buyer shall purchase and pay for, the real property which consists of a 5 acre tract, more or less, located on Route W in Cape Girardeau, Cape Girardeau County, Missouri, a legal description of which premises is attached hereto, made a part hereof, and marked Exhibit A. The real property shall include the land and any and all buildings, fixtures, improvements, rights, privileges, and easements appertaining thereto, all of which shall be referred to as the "Property".

2. **Price.** The total purchase price for the Property is One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00), payable by the Buyer as follows:

a. Ten Thousand and No/100 Dollars (\$10,000.00) in cash or by check upon the execution of this Agreement, delivered to the Seller, to be deposited into escrow with an escrow agent; and

b. The balance of the purchase price, specifically One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00), in cash or certified check, payable at closing.

3. **Closing.** The closing date of this transaction shall be on or before July 9, 2004, or on such other date as may be mutually agreed upon by the parties.

4. **Seller's Warranties.** Seller warrants, which warranties shall be effective as of the closing date and shall survive the transfer of title to Buyer, as follows:

a. **Encroachments.** That all improvements now on the Property are entirely within the boundary lines of the land described on Exhibit A, and no other adjoining property encroaches upon the land; and

b. **Mechanic's liens.** That all work and labor performed and all materials furnished with respect to any improvements or repairs to the Property have been paid in full, and there will be no mechanic's liens or the possibility of any in connection with any such work, labor and materials performed on or furnished to the Property; and

c. **Violations.** That the Seller has no knowledge of any outstanding notices or orders from any governmental authority with respect to the condition of the Property or repair of the same, or with respect to any claim of a violation of any laws, ordinances, zoning codes, building codes or orders; and

d. **Assessments.** That all improvements made by the local governmental authority that now benefit or will benefit the Property upon completion have been assessed against the Property as of the execution date of this Agreement; and

e. **No Leases.** There are no existing leases on the property; and,

f. **No warranties.** The Property shall be sold "AS IS, WHERE IS" and "WITH ALL FAULTS".

Other than the above, Seller makes no other warranties, express or implied, concerning the Property.

Possession will be delivered to Buyer at closing.

5. **Financing.** This agreement is not conditioned upon financing. However, Buyer reserves the right to finance any portion of the purchase price.

6. **Evidence of title.** Evidence of title shall be in the form of a title commitment by a title insurance company licensed to do business in Missouri and as selected by Buyer and to be paid for by Buyer. Buyer shall have fifteen (15) days from receipt of the title commitment to examine the title and make any objections to title exceptions, which objections shall be in writing. If Buyer fails to make written objections by that date, then Buyer shall be deemed to have waived any right to make such objections. Seller shall use due diligence to meet Buyer's objection by removing any objected to encumbrance or defect; if Seller is unable to do so by closing, then Buyer may terminate this Agreement and Buyer shall have the earnest money returned.

The Property shall be conveyed subject to the lien of taxes and special assessments which are not yet due and payable; zoning laws; present leases and tenancies; utility reservations, rights of way, and easements which are commonly found in the area and will not materially impair the value or use of the Property.

Title is to be marketable title as set forth in the Title Standard 4 of the Missouri Bar. Any encumbrance or defect which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection to title on the part of the Buyer, provided Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

7. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property before the closing date to assure that there are no defects, encroachments, overlaps, boundary line

or acreage disputes or any other matters that would be disclosed by a survey. The parties agree that the results of the survey may be the basis of a timely objection to title to the Property. A mortgage inspection report, loan survey or a boundary survey may or may not be a complete survey.

8. **Delivery of deed; payment; disbursement of proceeds.** On or before the closing date, Seller agrees to properly execute and deliver to the closing agent a general warranty deed and all other documents and funds reasonably necessary to complete the closing. The general warranty deed shall convey to Buyer marketable fee simple title free and clear of all liens and encumbrances, except as provided in this Agreement. On or before the closing date, Seller and Buyer each agree to deliver to the closing agent a cashier's check or certified funds sufficient to satisfy their respective obligations under the Agreement. Seller understands that, unless otherwise agreed, disbursements of proceeds will not be made until after the general warranty deed or the instrument of conveyance and, if applicable, the mortgage/deed of trust have been recorded.

9. **Prorations.** The parties agree all of the following that become due and accrue during the calendar year in which Seller's warranty deed is delivered shall be prorated between the parties as of the closing date, and thereafter, all of the following shall be assumed and paid by Buyer: ^{10/14/04 RTH} ~~interest on existing loans to be assumed by Buyer~~; all general state, county, school and municipal real estate taxes; home association dues and fees; rental from the Property; insurance, if assumed by Buyer, maintenance fees and any other contractual obligations of Seller to be assumed by Buyer. Any special assessments that are a lien on the Property and that can be paid at the time of closing shall be paid by Seller.

If the amount of any item to be prorated for the current year cannot be ascertained from the public records, the amount of the item for the preceding year will be used as the current year's amount. However, if the preceding year's taxes were based on a lesser improved property, taxes will be computed based on preceding year's mill levy at current assessed value, if ascertainable.

The parties agree that if the Property has been reappraised or reclassified within the preceding year and the actual taxes based on the new year are not available, they will agree to a reasonable estimation of the current year's taxes based on the information available on the closing date and prorate on that basis.

10. **Default and remedies.** Seller or Buyer shall be in default under this Agreement if either fails to comply with any material covenant, agreement or obligation within the time limits required by this Agreement. Following a default by either Seller or Buyer under this Agreement, the other party shall have the following remedies:

a. If Seller defaults, Buyer may (i) specifically enforce this Agreement and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property, or (ii) terminate this Agreement by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate the Agreement, the earnest money shall be returned to Buyer upon written demand.

b. If Buyer defaults, Seller may (i) enforce this Agreement and recover damages suffered by Seller as a result of the delay in the sale of the Property, or (ii) terminate this Agreement by written notice to Buyer and at Seller's option, either retain the earnest money as liquidated damages as Seller's sole remedy, the parties

recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach and that the earnest money represents as fair an approximation of such actual damages as the parties can now determine, or pursue any other remedy and damages available at law or in equity.

11. **Time is of the Essence.** Time is of the essence in the performance of the obligations of the parties under this agreement.

12. **Adjustments and Closing Costs.** Adjustments, charges and closing costs are agreed to be paid by the parties as of the date of closing. Such costs and proration shall be itemized on a closing statement prepared by any closing agent and executed by Buyer and Seller at or prior to closing.

13. **Assignability.** This agreement is not assignable by Buyer, unless Seller shall consent thereto in writing. Assignment does not relieve the parties from their obligations under this agreement.

14. **Parties.** This is an Agreement between Buyer and Seller. If two or more persons constitute either Buyer or Seller, the words "Buyer" or "Seller" shall be construed to read Buyers or Sellers whenever the sense of this Agreement requires.

15. **Entire agreement & manner of modification.** This Agreement, and all attachments hereto, constitutes the complete Agreement of the parties concerning the Property, supersedes all previous agreements and may be modified only by a written agreement.

16. **Expiration.** This offer expires at 5:00 p.m., on June 16, 2004, unless accepted by Buyer before that time.

17. **Special Agreements.** The sale of this property is contingent upon approval of the bishop and standing committee of the Diocese of Missouri.

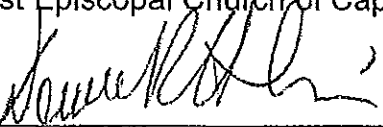
**WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

IN WITNESS WHEREOF, SELLER AND BUYER execute this Agreement on the date(s) and time(s) indicated below their respective signatures.

SELLER

The Rector, Wardens, and Vestry of
Christ Episcopal Church of Cape

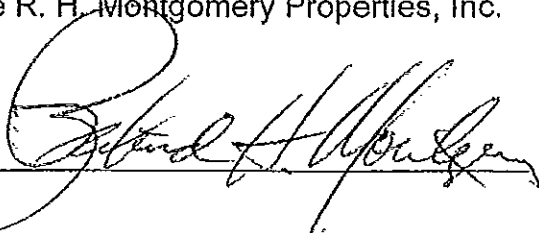
By



BUYER

The R. H. Montgomery Properties, Inc.

By



Cape Girardeau, MO 63701

Address

Address

Date: 6/9/04

Time: 4:30 P.M.

Date: 6/14/04

Time: 10:45 A.M.

DATE AND TIME OF FINAL ACCEPTANCE: Date: _____ Time: _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT for the purchase and sale of certain real property made, entered into and delivered on the date set forth below by and between The Rector, Wardens, and Vestry of Christ Episcopal Church of Cape ("Seller") and R. H. Montgomery Properties, Inc., a Missouri Corporation, as the assignee of the William O. L. Seabaugh Voluntary Trust of February 1, 1985, and The Patricia L. Seabaugh Voluntary Trust of February 1, 1985, ("Buyer").

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If the amount of any item to be prorated for the current year cannot be ascertained from the public records, the amount of the item for the preceding year will be used as the current year's amount. However, if the preceding year's taxes were based on a lesser improved property, taxes will be computed based on preceding year's mill levy at current assessed value, if ascertainable.

The parties agree that if the Property has been reappraised or reclassified within the preceding year and the actual taxes based on the new year are not available, they will agree to a reasonable estimation of the current year's taxes based on the information available on the closing date and prorate on that basis.

10. **Default and remedies.** Seller or Buyer shall be in default under this Agreement if either fails to comply with any material covenant, agreement or obligation within the time limits required by this Agreement. Following a default by either Seller or Buyer under this Agreement, the other party shall have the following remedies:

a. If Seller defaults, Buyer may (i) specifically enforce this Agreement and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property, or (ii) terminate this Agreement by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate the Agreement, the earnest money shall be returned to Buyer upon written demand.

b. If Buyer defaults, Seller may (i) enforce this Agreement and recover damages suffered by Seller as a result of the delay in the sale of the Property, or (ii) terminate this Agreement by written notice to Buyer and at Seller's option, either retain the earnest money as liquidated damages as Seller's sole remedy, the parties

recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach and that the earnest money represents as fair an approximation of such actual damages as the parties can now determine, or pursue any other remedy and damages available at law or in equity.

11. **Time is of the Essence.** Time is of the essence in the performance of the obligations of the parties under this agreement.

12. **Adjustments and Closing Costs.** Adjustments, charges and closing costs are agreed to be paid by the parties as of the date of closing. Such costs and proration shall be itemized on a closing statement prepared by any closing agent and executed by Buyer and Seller at or prior to closing.

13. **Assignability.** This agreement is not assignable by Buyer, unless Seller shall consent thereto in writing. Assignment does not relieve the parties from their obligations under this agreement.

14. **Parties.** This is an Agreement between Buyer and Seller. If two or more persons constitute either Buyer or Seller, the words "Buyer" or "Seller" shall be construed to read Buyers or Sellers whenever the sense of this Agreement requires.

15. **Entire agreement & manner of modification.** This Agreement, and all attachments hereto, constitutes the complete Agreement of the parties concerning the Property, supersedes all previous agreements and may be modified only by a written agreement.

16. **Expiration.** This offer expires at 5:00 p.m., on June 16, 2004, unless accepted by Buyer before that time.

17. **Special Agreements.** The sale of this property is contingent upon approval of the bishop and standing committee of the Diocese of Missouri.

**WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

IN WITNESS WHEREOF, SELLER AND BUYER execute this Agreement on the date(s) and time(s) indicated below their respective signatures.

SELLER

The Rector, Wardens, and Vestry of
Christ Episcopal Church of Cape

By

Cape Girardeau, MO 63701

Address

Date: 6/9/04

Time: 4:30 P.M.

BUYER

The R. H. Montgomery Properties, Inc.

By

Address

Date: 6/14/04

Time: 10:45 A.M.

DATE AND TIME OF FINAL ACCEPTANCE: Date: _____ Time: _____

OPERATING AGREEMENT OF
Capetown Residential, LLC
a Delaware Limited Liability Company

This Operating Agreement of **Capetown Residential, LLC** (the "Agreement") is adopted by the undersigned as the sole Member and the Board of Managers, for the purpose of forming and operating **Capetown Residential, LLC** as a Delaware limited liability company, and the undersigned Member and Board of Managers do mutually acknowledge and agree as follows:

1. **DEFINITIONS.**

The following terms, as used in this Agreement, have the following meanings:

(a) "Board of Managers" means the person or persons appointed to serve as such from time to time in accordance with the terms of this Agreement.

(b) "Capital Account" means the Capital Account maintained for each Member and Permitted Assignee in accordance with paragraph 4.02.

(c) "Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time, and any successor to such Code, and applicable Treasury Regulations thereunder.

(d) "Company" means **Capetown Residential, LLC**, the limited liability company formed pursuant to this Agreement.

(e) "Delaware Act" means the Delaware Limited Liability Company Act, Del. Code Ann. Tit. 61 Section 18-101, et seq., as amended and in effect from time to time, and any successor to such Act.

(f) "Effective Date" means the date upon which the Certificate of Formation of the Company are delivered to the Secretary of State, as conclusively evidenced by the endorsement of the filing date on the articles of organization by the Secretary of State.

(g) "Event of Withdrawal" means that a person ceases to be a Member of the Company for any one or more of the following reasons: (i) a transfer of the Member's entire interest in the Company in accordance with the terms and conditions of paragraph 6; (ii) in the case of an individual, his or her death or the entry by a court of competent jurisdiction of an order adjudicating him or her incompetent to manage his person or his estate; (iii) in the case of a Member that is a trust, the termination of the trust, but not merely the substitution of a new trustee; (iv) in the case of a Member that is a general or limited partnership, its dissolution; (v) in the case of a Member that is a corporation, the filing of articles of dissolution or the revocation of

its charter; (vi) in the case of a Member that is a limited liability company, the filing of its articles of dissolution; or (vii) the occurrence of any of the events of bankruptcy listed in Section 18-304 of the Delaware Act.

(h) The "interest in the Company" of a Member or Permitted Assignee means such Member's or such Permitted Assignee's share of profits and losses of the Company and the right to receive distributions of assets of the Company.

(i) "Member" means any Person or Persons executing this Agreement as a member of the Company and any Person hereafter admitted to the Company as a Member in accordance with the terms of this Agreement.

(j) "Percentage of Interest" means the interest in the Company of a Member or Permitted Assignee expressed as a percentage of the whole of the interests in the Company of all Members and Permitted Assignees.

(k) "Permitted Assignee" means a Person to whom an interest in the Company has been transferred in a manner permitted by this Agreement.

(l) "Person" means an individual, partnership, domestic or foreign limited partnership, domestic or foreign limited liability company, domestic or foreign corporation, trust, business trust, real estate investment trust, estate, or other association or business entity.

(m) "Secretary of State" means the Secretary of State for the State of Delaware and its delegates responsible for the administration of the Delaware Act.

(n) A "transfer" of an interest in the Company means any type of disposition of any right, title or interest whatsoever in such interest in the Company, voluntarily or involuntarily, directly or indirectly, including without limitation any sale, exchange, assignment, encumbrance, grant of security interest, pledge, hypothecation, gift, transfer by trust, transfer by will or intestate succession, or other disposition whatsoever.

2. ORGANIZATION.

2.01. Formation of Company. The Member hereby agrees to form the Company in accordance with the Delaware Act. The Board of Managers shall cause to be delivered to the Secretary of State a certificate of formation of the Company conforming to the Delaware Act and this Agreement.

2.02. Registration in Foreign Jurisdictions. The Board of Managers shall cause to be filed, on behalf of the Company, an application for registration as a foreign limited liability company with the appropriate office of each jurisdiction other than Delaware in which the nature of the properties owned or business conducted by the Company makes such registration necessary or desirable.

2.03. Name. The Company shall be operated under the name "Capetown Residential, LLC," or as to any aspect or part of its business, under such other name as the Board of Managers may decide. Any name under which the Company or any aspect or part of its business is operated may be changed from time to time by the Board of Managers.

2.04. Principal Office. The principal office and mailing address of the Company shall be c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The principal office and mailing address may be changed by the Board of Managers from time to time. The Company may have such other offices, either within or without the State of Delaware, as the Board of Managers may designate.

2.05. Registered Office. The registered office of the Company required by the Delaware Act to be maintained in the State of Delaware may be, but need not be, the same as a place of business of the Company, and the address of the registered office may be changed from time to time by the Board of Managers or by the registered agent, as provided by law. The name of the Company's initial registered agent is The Corporation Trust Company, located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

2.06. Term. The duration of the Company shall be perpetual.

3. NATURE OF BUSINESS; POWERS.

The Company may conduct or promote any lawful businesses or purposes within Delaware or any other jurisdiction. The Company shall possess and may exercise all the powers and privileges necessary or convenient to the conduct, promotion, or attainment of the businesses or purposes of the Company.

4. CAPITAL CONTRIBUTIONS; INTERIM DISTRIBUTIONS; PROFITS, LOSSES AND TAX ALLOCATIONS.

4.01. Capital Contributions. As its respective contribution to the capital of the Company, the Member shall pay to the Company cash in the respective amounts set forth on Exhibit A, on the Effective Date, and in consideration therefor shall receive the respective Percentages of Interest in the Company also set forth on Exhibit A. The Member shall have no obligation to make any further capital contributions to the Company.

4.02. Maintenance of Capital Accounts. A separate Capital Account shall be maintained for the Member and Permitted Assignee, if any. Capital Account means, as to any Member or Permitted Assignee, an account that (i) shall be credited with the amount of cash and the value of other property such Member or Permitted Assignee has contributed to the Company, and the distributive share of Company income and gain of such Member or Permitted Assignee, including income or gain exempt from tax, any unaccounted for inherent income or gain on property distributed by the Company which would be allocated if the property had been disposed of in a taxable disposition, and any unrealized income or gain in property revalued under paragraph 5.09.A. hereof which would be allocated if the property were disposed of in a taxable

disposition, and (ii) shall be debited with the cash and the value of property distributed to such Member or Permitted Assignee (net of liabilities to which such distributed property is subject), and the distributive share of Company loss and deduction of such Member or Permitted Assignee. A Permitted Assignee of an interest in the Company shall succeed to the Capital Account attributable to the transferred interest as of the date of transfer and there shall be no adjustment to Capital Accounts as a result of such transfer.

4.03. Additional Capital Contributions; Additional Interests in the Company; Preemptive Rights. The Board of Managers, without the consent of any Member or Permitted Assignee, is authorized at any time from time to time to accept additional capital contributions to the Company from any Member, Permitted Assignee, or any other Person in consideration for such interest in the Company as the Board of Managers shall determine in its absolute discretion, and the Board of Managers is further authorized to adjust the Percentages of Interest of the Members and Permitted Assignees as appropriate to reflect the issuance of additional interest in the Company. In the event any such additional capital contribution consists of property other than cash, the Board of Managers is expressly authorized in its absolute discretion and with or without appraisal, to determine the value of such property. Notwithstanding anything to the contrary herein contained, no additional interest in the Company shall be issued unless each Member is first offered the right to acquire a pro rata portion of such additional interest, based upon such Member's Percentage of Interest.

4.04. Interim Distributions. Subject to any limitation imposed by the Delaware Act, the Board of Managers is expressly authorized and empowered to make an annual distribution to Members and Permitted Assignees with respect to each taxable year of the Company proportionately in accordance with their respective Percentages of Interest. In addition, to such distribution, if any, the Board of Managers is also expressly authorized and empowered to make such further interim distributions prior to dissolution and winding up of the Company at such times, in such amounts, in cash or in such other property, and in all other respects as the Board of Managers may determine, in the absolute discretion of the Board of Managers; provided, however, that any such distribution shall be apportioned by the Board of Managers pro rata among the Members and Permitted Assignees in accordance with their respective Percentages of Interest.

4.05. Profits, Losses, and Tax Allocations. All profit or loss of the Company for any applicable accounting period, and all items of income, gain, loss, deduction and credit for income tax purposes with respect to such period, shall be allocated to each Member and to each Permitted Assignee in an amount equal to the total thereof multiplied by the decimal equivalent of the Percentage of Interest of such Member or Permitted Assignee.

5. MANAGEMENT OF THE COMPANY AND ITS OPERATIONS.

5.01. Management of the Company Vested in the Board of Managers. Management of the Company shall be vested in one or more managers who shall comprise the Board of Managers.

5.02. Meetings of Members.

A. No Regular Meetings. There shall be no regularly scheduled meetings of the Members.

B. Special Meetings. Special meetings of the Members which may be held for any purpose or purposes, may be called by the Board of Managers, or by Members owning not less than twenty percent (20%) of the Percentage of Interest in the Company owned by Members.

C. Place of Meetings. Meetings of Members shall be held at the principal office of the Company or such other place within or without the State of Delaware as may be designated by the person or persons calling the meeting.

D. Notice of Meetings. Unless waived, written notice of each meeting of Members stating the place, day, and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than seventy (70) days before the date of the meeting, either personally or by mail, by or at the direction of the person or persons calling the meeting, to each Member.

E. Quorum. A majority in interest of Members represented in person or by proxy, shall constitute a quorum at a meeting of Members and the decision of a majority in interest of a quorum shall be valid as the act of the Members. The Members present at a duly organized meeting may continue to transact business until the adjournment thereof notwithstanding the subsequent absence of Members representing enough interest to leave less than a quorum.

F. Proxies. A Member, at any meeting of Members, may vote either in person or by proxy executed in writing by the Member or by the Member's duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the Company. Proxies shall be filed with the Secretary of the Company before or at the time of such meeting.

G. Convening Members Meetings. The Chairman of the Board of Managers shall call meetings of Members to order and act as chairman thereof; provided, however, that notwithstanding the foregoing, the Members present may elect the chairman of such meeting from among the Members. The Secretary shall act as secretary of all meetings of Members, but in the absence of the Secretary, or if the Secretary is serving as chairman, the chairman may appoint any person to act as secretary.

H. Voting at Meetings; Cumulative Voting. Every Member shall have one (1) vote for each one percent (1%) Percentage of Interest owned by such Member. There shall be no cumulative voting in the election of managers.

I. Persons Who May Vote Certain Percentages of Interest. Percentages of Interest standing in the name of another limited liability company, domestic or foreign, may be voted by such member, manager, officer, agent or proxy as the operating agreement or equivalent instrument of such limited liability company may prescribe, or in the absence of a governing provision, as the managers or member vested with management of such limited liability company shall determine. Percentages of Interest standing in the name of a corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe or, in the absence of a governing provision, as the board of directors of such corporation may determine.

5.03. Board of Managers.

A. General Powers. The Board of Managers shall have full and exclusive right, power, and authority to manage the affairs of the Company and make all decisions with respect thereto, except for those matters expressly reserved to the Members by this Agreement or the Delaware Act. The Board of Managers shall have the right, power and authority, in the conduct and management of the business of the Company, to do or cause to be done any and all acts or things deemed by the Board of Managers to be necessary, appropriate, or desirable to carry out or further the business of the Company. The right, power, and authority of the Board of Managers pursuant to this Agreement shall be liberally construed to encompass all acts and activities in which a limited liability company may engage under the Delaware Act.

B. Number, Term, Successor and Election. The number of managers constituting the full Board of Managers of the Company shall be one (1). **Jeff Sutton** is hereby elected by the Members as the initial manager of Board of Managers, and his name shall be set forth on Exhibit B. In the event that **Jeff Sutton** should fail or cease to act as manager of the Company for any reason, including without limitation resignation, removal, death, disability, or incapacity, then the Members shall elect a successor manager at a special meeting called for such purpose. Managers need not be residents of the State of Delaware or the state of the Company's principal place of business and need not be Members of the Company.

C. Removal of Managers. One or more managers or the entire Board of Managers may be removed, with or without cause, at a meeting of Members called expressly for such purpose, upon the unanimous vote of the Members of the Company. Any manager may also be removed for cause by action of a majority of the entire Board of Managers if the manager to be removed shall, at the time of removal, fail to meet the qualifications, if any, stated herein for election as a manager or shall be in breach of any agreement between such manager and the Company relating to such manager's services as a manager or employee of the Company. Notice of the proposed removal shall be given to all managers of the Company prior to action thereon.

D. Regular Meetings. There shall be no regularly scheduled meetings of the Board of Managers.

E. Special Meetings. Special meetings of the Board of Managers may be called by or at the request of any one (1). Unless waived, written notice of any special meeting, stating the place, day, and hour thereof shall be given at least three (3) days prior thereto by the person or persons calling the meeting, to each manager. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Managers need be specified in the notice or waiver of notice of such meeting.

F. Place of Meetings. Meetings of the Board of Managers or of any committee designated by the Board of Managers may be held at any place either within or without the State of Delaware.

G. Quorum. A majority of the number fixed as the full Board of Managers by this Agreement, shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Managers.

H. Committees. The Board of Managers, by resolution adopted by a majority of the number of managers fixed as the full Board of Managers by this Agreement, may designate two (2) or more managers to constitute a committee. Each such committee, to the extent provided in the resolution, shall have and exercise all of the authority of the Board of Managers in the management of the Company; provided, however, that any or all members of each such committee may be removed at any time, with or without cause, by vote of a majority of the number of managers fixed as the full Board of Managers by this Agreement. Unless the Board of Managers provides for a greater number, a majority of the members constituting each such committee shall be a quorum and the act of such majority shall be the act of such committee.

I. Compensation. Each manager may be reimbursed for the expenses, if any, incurred by him or her in attending each meeting of the Board of Managers, and may be paid such compensation as the Board of Managers may from time to time determine.

5.04. Indemnification of Managers and Officers.

A. Liabilities Covered. To the extent of the Company's assets, the Company:

(i) shall indemnify, to the fullest extent permitted by law, any person who was or is a party (other than a party plaintiff suing on his or her own behalf or in the right of the Company) or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative

(including an action by or in the right of the Company), by reason of the fact that such person is or was or has agreed to become a manager or officer of the Company, or is or was serving or has agreed to serve at the request of the Company as a manager or officer of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and

(ii) may indemnify, to the fullest extent permitted by law, any person who was or is a party (other than a party plaintiff suing on his or her own behalf or in the right of the Company) or is threatened to be made a party to such action, suit or proceeding by reason of the fact that such person is or was or has agreed to become an employee or agent of the Company, or is or was serving or has agreed to serve at the request of the Company as an employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, upon a determination of the Board of Managers of the Company that such person should be indemnified,

against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding. Any and all indemnification provided by the Company shall continue as to a person who has ceased to be a manager, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. The Company may also from time to time enter into agreements providing for indemnification of any such person upon a vote of the managers or upon the vote of a majority of the disinterested managers of the Company, to the fullest extent permitted by law.

B. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Company in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Managers in the specific case upon receipt of an undertaking by or on behalf of the manager, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is lawfully entitled to be indemnified by the Company.

C. Insurance. The Board of Managers shall have the power to cause the Company to purchase and maintain insurance on behalf of any person who is or was a manager, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the limited liability company would have the power to indemnify him or her against such liability under the provisions of this Agreement.

D. Consolidations and Mergers. For the purpose of this paragraph 5.04 of this Agreement, references to the "Company" include all constituent limited liability companies absorbed in a consolidation or merger as well as the resulting or surviving limited liability company so that any person who is or was a manager, officer, employee, or agent of such constituent limited liability company or is or was serving at the request of such constituent limited liability company as a manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under the provisions of this paragraph 5.04 of this Agreement with respect to the resulting or surviving limited liability company as he or she would if he or she had served the resulting or surviving limited liability company in the same capacity.

E. Other Definitions. For the purpose of this paragraph 5.04 of this Agreement, the term "other enterprises" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term "serving at the request of the Company" shall include any service as a manager, officer, employee, or agent of the Company which imposes duties on, or involves services by, such manager, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries.

5.05. Indemnification of Members and Permitted Assignees. The Company shall also indemnify, to the extent of the Company's assets, any Member or Permitted Assignee against any claims of liability asserted against such Member or Permitted Assignee solely because such Member is a member of the Company or such Permitted Assignee is an assignee of an interest in the Company.

5.06. Conflicts of Interest.

A. A Member or manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that one or more of the Members or managers may enter into transactions that are similar to the transactions into which the Company may enter. Notwithstanding the foregoing, a Member or manager shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member or manager, without the consent of the other Members, in the conduct of the Company business or from a use or appropriation by the Member or manager of Company property including information developed exclusively for the Company and opportunities expressly offered by third parties to the Company.

B. A Member does not violate a duty or obligation to the Company merely because the Member's or manager's conduct furthers the Member's or Manager's own interest. A Member or manager may lend money to and transact other business with the Company. The rights and obligations of a Member or manager who lends money to or transacts business with the Company are the same as those of a person who is not a Member or manager, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member or manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the disinterested Members, knowing the material facts of

the transaction and the Member's or manager's interest, authorize, approve or ratify the transaction.

5.07. Books of Account. At all times during the existence of the Company, books of account shall be maintained as directed by the Board of Managers, in which an accurate record of the transactions of the Company shall be kept.

5.08. Miscellaneous.

A. Revaluation of Company Property. In connection with any additional capital contribution to the Company or any distribution from the Company, the Board of Managers may or may not, in the Board of Managers' absolute discretion, revalue all or any portion of the Company's property; and in connection with any such revaluation, the Board of Managers is authorized in its absolute discretion and with or without appraisal, to determine the value of the Company's property.

B. Resignations. Any manager or officer of the Company may resign from such position at any time by giving written notice to the chief executive officer or the Secretary.

C. Fiscal Year. The Board of Managers shall, by resolution, determine the fiscal year of the Company.

D. Computation of Time. In applying any provision of this Agreement relating to the number of days prior or subsequent to an event that an act be done or notice be given, calendar days shall be the basis of the computation of the time period, excluding the day on which the act is done or the notice is given and including the day of the event to which the act or notice relates.

E. Participation in Meetings by Telephone. Members or managers, as the case may be, may participate in any meeting of the Members, or of the Board of Managers or of any committee of the Board of Managers by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

F. Actions Without Meetings. Any action which is required to or may be taken at a meeting of the Members or of the Board of Managers or of any committee of the Board of Managers, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Members, or all of the managers constituting the Board of Managers or such committee, as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Members or of the Board of Managers or of the committee, as the case may be.

6. TRANSFER OF INTEREST.

6.01. Transfer Restricted. No interest in the Company shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this paragraph 6. Any purported or attempted transfer of any interest in the Company made in violation of this paragraph 6 shall be null and void and the purported transferee of such invalid transfer shall not be entitled to have any interest in the Company transferred to such purported transferee on the books of the Company.

6.02. Consent to Transfer Generally Required. Except as provided below in paragraph 6.03, no Member or Permitted Assignee may transfer an interest in the Company, in whole or in part, without the prior written consent of the Board of Managers.

6.03. Transfers Not Requiring Prior Consent. A Member or Permitted Assignee who is an individual may, without first obtaining the prior written consent of the Members and the Board of Managers, transfer all or any undivided share of his or her interest in the Company to any one or more of the following: (i) his or her adult children or adult descendants; (ii) a trust for the sole benefit of such Member or Permitted Assignee, his or her children, and his or her descendants, or any one or more of the foregoing; and (iii) a custodian for the benefit of any one or more of his or her minor children or minor descendants under any state's Uniform Gifts or Transfers To Minors Law or similar law; provided any such transferee shall agree in writing to be bound by the terms and conditions of this Agreement.

6.04. Remedies. The Members and Permitted Assignees agree that a violation by any of them of this paragraph 6 will cause such damage to the Company and to the other Members and Permitted Assignees as will be irreparable and the exact amount of which will be impossible to ascertain. For this reason, the Members and Permitted Assignees agree that the Company shall be entitled as a matter of right to a decree of specific performance of the terms of this paragraph 6 or for temporary or permanent injunctive relief from any court of competent jurisdiction restraining any attempted or purported transfer of interest in the Company in violation of this paragraph 6. In addition, any Member or Permitted Assignee attempting or purporting to transfer an interest in the Company in violation of this paragraph 6 and the purported transferee participating in the attempted or purported transfer, shall be jointly and severally liable to reimburse and pay the Company for any and all costs, fees and expenses including without limitation any attorneys', accountants', and other professional fees and expenses actually expended or incurred by the Company in connection with any such violation, whether or not litigation ensues. The remedies set forth in this paragraph 6.04 shall be cumulative and in addition to whatever other rights and remedies the Company and the Members and Permitted Assignees may have to protect their respective rights in the event of a violation of the provisions of this paragraph 6, including without limitation the right to recover damages including actual, compensatory, consequential, incidental and punitive damages.

6.05. Effect of Transfer of Interest. Upon the transfer of any interest in the Company in accordance with the provisions of this paragraph 6, the transferee of such interest shall own and hold such interest in the Company as a Permitted Assignee, subject to all the

terms, conditions, and limitations of this Agreement, including without limitation restriction on any further transfer of such interest by the Permitted Assignee as provided in this paragraph 6. Consent to such transfer shall not constitute consent to the admission of the transferee as a Member of the Company. A Permitted Assignee of any interest in the Company may become a Member only in accordance with the provisions of paragraph 7. Unless a Permitted Assignee is admitted to the Company as a Member in accordance with the provisions of paragraph 7, such Permitted Assignee shall not be entitled to any of the rights or benefits of a Member hereunder except the right to the share of profits and losses and distributions of assets to which the assignor would have been entitled but for the transfer to the Permitted Assignee. Without limiting the generality of the preceding sentence, such Permitted Assignee shall have no right (i) to vote upon, approve, or consent to, any matter requiring the vote, approval or consent of the Members, or (ii) to receive any information from the Company of the kind to which Members are entitled, or any other information.

7. ADMISSION OF MEMBERS; WITHDRAWAL OF MEMBERS.

7.01. Admission of Members. Except as otherwise provided herein, no additional Member may be admitted to the Company, except upon approval of the Board of Managers and a majority in interest of the Members and upon such additional Member signing, in person or by attorney-in-fact, or otherwise becoming a party to this Agreement. No Permitted Assignee shall have any right to become a Member of the Company. Except as otherwise provided herein, no Member shall have the power to grant a Permitted Assignee the right to become a Member of the Company.

7.02. Withdrawal of Members. No Member shall have any right to withdraw or resign as a Member of the Company prior to the dissolution and winding up of the Company, except upon a transfer of all of his or her interest in the Company in accordance with the terms and conditions of paragraph 6; and any other Event of Withdrawal of a Member shall violate this Agreement. No Member shall be entitled to any distribution of assets of the Company, including but not limited to any return of such Member's capital contribution, upon the withdrawal of such Member, notwithstanding the nature of the Event of Withdrawal of such Member. A withdrawn Member, other than a Member who assigned all of his or her interest in the Company in accordance with the terms and conditions of paragraph 6, or the personal representatives, administrators, legal representatives, beneficiaries, heirs, successors and assigns of such withdrawn Member, shall have the rights of a Permitted Assignee of the withdrawn Member's interest in the Company to receive distributions with respect to such interest pursuant to paragraph 4.04 and paragraph 8.03 of this Agreement; but notwithstanding anything to the contrary in this Agreement, the Company may, in addition to any remedies otherwise available under applicable law, reduce the amounts distributable with respect to such interest by any damages recoverable against the withdrawn Member by reason of the withdrawal of such Member in violation of this Agreement.

time to time as may be necessary or desirable to carry out such intention. The Board of Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9.08. Partnership Tax Treatment Intended If More Than One Member; Tax Administrative Matters. At any time when there is more than one Member of the Company, or the Company has one Member and at least one Permitted Assignee, the parties intend that the provisions of this Agreement will qualify the Company to be taxed as a partnership under the Code and not as a corporation, and the Members shall take such action from time to time as may be necessary or desirable to carry out such intention. The Board of Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. The Board of Managers shall designate one of the Members as the tax matters partner of the Company pursuant to Section 6231(a)(7) of the Code. The person designated tax matters partner shall not take any action contemplated by Section 6222 through 6232 of the Code without the approval of the Board of Managers.

9.09. No Partnership Intended for Non-Tax Purposes. The undersigned Members have formed the Company under the Delaware Act, and as long as there is more than one Member of the Company, or the Company has one Member and at least one Permitted Assignee, such parties expressly do not intend hereby to form a partnership the law of the state of Delaware. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

9.10. Further Action. The Members and Permitted Assignees shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

9.11. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members or Permitted Assignees.

9.12. Waiver. No failure by the Company, any Member or Permitted Assignee to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

9.13. Amendments. No alterations, modifications, amendments or changes herein shall be effective or binding upon the Members, Board of Managers or Company unless the same shall have been agreed to in writing by a majority in interest of the Members and Board of Managers.

8. DISSOLUTION; CONTINUATION; WINDING UP AFTER DISSOLUTION.

8.01. Dissolution. The Company shall be dissolved upon the happening of the first to occur of the following:

(a) upon the written consent of all of the Members and the Board of Managers; or

(b) upon the passage of ninety (90) days after an Event of Withdrawal of a Member unless the Company is continued pursuant to paragraph 8.02.

8.02. Continuation. Upon the occurrence of an Event of Withdrawal of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall continue and the Company shall not be dissolved, if a majority in interest of the remaining Members consent in writing to the continuation of the Company within ninety (90) days after such Event of Withdrawal or other occurrence.

8.03. Winding Up. Upon the dissolution of the Company, the Board of Managers shall wind up the business of the Company and shall apply or distribute the assets of the Company, or shall sell the assets of the Company and apply or distribute proceeds thereof, as promptly as practicable and in the following order of priority:

(a) First, if there are sufficient assets therefor, to creditors, including Members and Permitted Assignees who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for interim distributions to Members and Permitted Assignees; and if there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of assets available therefor; and if there is any contingent, conditional, or unmatured debt, claim, obligation, or liability known to the Company, a reserve shall be established for it in accordance with law, in an amount determined by the Board of Managers to be appropriate for such purpose, in the absolute discretion of the Board of Managers;

(b) Second, to Members and Permitted Assignees in satisfaction of liabilities for interim distributions; and

(c) Third, any remaining assets, to the Members and Permitted Assignees in proportion to the positive balances in their respective Capital Accounts, and after all Capital Accounts have been reduced to zero, in accordance with their respective Percentages of Interest.

At the time final distributions, exclusive of any reserves for contingent, conditional or unmatured items, are made in accordance with clause (c) above, the Company shall terminate, but, if at any time thereafter, any reserve is released because the Board of

Managers determines the need for such reserve is ended, then such reserve shall be distributed in accordance with clause (c) above.

9. GENERAL PROVISIONS AND RULES OF CONSTRUCTION.

9.01. Section and Paragraph Headings. The section and paragraph headings used in this Agreement are for reference only and shall be disregarded in the interpretation of this Agreement.

9.02. Notice and Addresses. Any notice or demand required or permitted by this Agreement to be given or made to any Member or Permitted Assignee or manager shall be in writing and shall be deemed to have been given on the date when delivered in person, or two days after being deposited in the United States mail, certified or express, postage prepaid, or two days after being delivered to any other express carrier for delivery to the Member or Permitted Assignee or manager to which it is directed, addressed to such Member or Permitted Assignee at the address for such Member or Permitted Assignee shown in the records of the Company.

9.03. Binding Effect of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Members and Permitted Assignees and their respective personal representatives, administrators, legal representatives, beneficiaries, heirs, permitted successors and permitted assigns.

9.04. Governing Law and Merger of Agreements. This Agreement shall be governed, interpreted, and construed by reference only to the provisions of this Agreement, to the statutory and common law of the State of Delaware without regard to the principles of conflicts of law, and to any applicable federal law. This Agreement represents the entire agreement, with respect to its subject matter, among the Members, and any other understandings or agreements, oral or written, among them concerning the same subject matter are fully merged into this Agreement and are thus extinguished.

9.05. Additional Originals. Any number of identical copies of this Agreement may be signed, each of which, when signed by all the Members, shall be deemed to be a signed original of this Agreement.

9.06. Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions contained herein shall not be affected thereby, and this Agreement shall be construed and its provisions fully enforced in all respects as if such invalid or unenforceable provision were omitted.

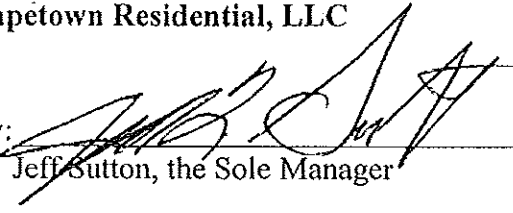
9.07. Disregarded Entity Tax Treatment Intended If One Member. At any time when the Company has only one member and no Permitted Assignees, the parties intend that the provisions of this Agreement will qualify the Company to be disregarded, under the Code, as an entity separate from the sole member (or Permitted Assignee) and not as a corporation or partnership, and each Member or Permitted Assignee or manager shall take such action from

9.14. Interpretation. In this Agreement, unless otherwise expressly provided for herein to the contrary, the singular form of a word includes the plural and vice versa.

Executed and dated this 1ST day of APRIL, 2002.

Capetown Residential, LLC

By:


Jeff Sutton, the Sole Manager

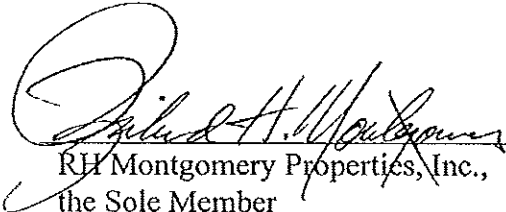

RH Montgomery Properties, Inc.,
the Sole Member

EXHIBIT A

<u>MEMBER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>PERCENTAGE OF INTEREST</u>
RH Montgomery Properties, Inc.	Real property as described on that certain warranty deed attached hereto as Exhibit C and various other assets and property as described on that certain Assignment, Assumption and Bill of Sale Agreement attached hereto as Exhibit D	100%

EXHIBIT B

MANAGER CONSTITUTING THE INITIAL BOARD OF MANAGERS

Jeff Sutton, sole manager of the Board of Managers

EXHIBIT C

Warranty Deed

EXHIBIT D

Assignment, Assumption and Bill of Sale Agreement

2004-11338

REC FEE: \$30.00
PAGES: 3

JANET ROBERT, Recorder of
Deeds, Cape Girardeau
County MO, certify that
this document was filed
for record at 08:34AM
and official seal affixed
at Jackson, MO. 07/21/2004

JANET ROBERT
Recorder of Deeds

Vickie Greyer Deputy

CCA- 30chg.

Cape Girardeau County Abstract and Title Company, Inc.
File No. 04200417

Missouri Corporation Warranty Deed

This Indenture, Made on 12th day of July, 2004, by and between
RECTOR, WARDEN AND VESTRYMEN OF CHRIST CHURCH PROTESTANT EPISCOPAL
CHURCH OF CAPE GIRARDEAU, a corporation, duly organized under the laws of the State of
Missouri,
as GRANTOR, and

R. H. MONTGOMERY PROPERTIES, INC.,
as GRANTEE, whose mailing address is:

P.O. BOX 1046
SIKESTON, MO. 63801

Property Address: ROUTE W, CAPE GIRARDEAU, MO 63701

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00)
and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and
assigns, the following described lots, tracts and parcels of land situated in the County of CAPE
GIRARDEAU and State of Missouri, to wit:

A part of the Northwest quarter of Section No. 23, Township 31 North, Range 13 East of the Fifth
Principal Meridian, County of Cape Girardeau, State of Missouri being more particularly described as
follows:

Commencing at a 1/2" Iron Pin at the Northeast corner of lot no. 1 of Cape La Croix Farms Subdivision as
recorded in the land records of the County Recorder's Office in plat book no. 17 at page no. 12 said point
also being in the centerline of County Road no. 620 from which point a 1" Iron Pipe at the Northeast
corner of the northwest quarter of said section no. 23 bears N 88 degrees 44' 23" E, 1396.11 feet; Thence
along the centerline of County Road no. 620 the following courses and distances: S 17 degrees 05' 43" E,
160.60 feet; Thence S 15 degrees 18' 23" E, 682.77 feet; Thence S 15 degrees 18' 59" E, 173.15 feet to a
1/2" Iron Pin and being the True Point of Beginning;

Thence continue along said centerline of County Road No. 620, S 15 degrees 18' 59" E, 519.06 feet to a 1/2" Iron Pin; Thence S 74 degrees 44' 40" W, 35.00 feet to a 1/2" Iron Pin on the west right of way line of Missouri State Route "W"; Thence S 11 degrees 01' 09" E, 11.18 feet along said west right of way line to the centerline of an existing 50' wide ingress - egress easement as recorded in book no. 524 at page no. 373; Thence S 88 degrees 03' 07" W, 425.70 feet along said centerline to a 1/2" Iron Pin on the east line of lot no. 1 of Cape La Croix Farms Subdivision as recorded in plat book no. 17 at page no. 12; Thence N 15 degrees 18' 59" W, 431.75 feet along east line of said lot no. 1 to a 1/2" Iron Pin; Thence N 74 degrees 41' 01" E, 450.00 feet to the point of beginning.

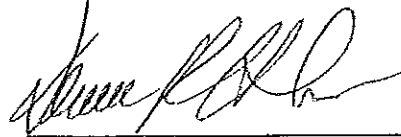
Subject to a 50' wide ingress - egress easement along the south line of the above described 5.00 acre tract said easement being recorded in the land records of the County Recorder's Office in book no. 524 at page no. 377.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes and assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTEE, the word GRANTEE will be construed to read GRANTEES whenever the sense of this Deed requires.

IN WITNESS WHEREOF, The GRANTOR has caused these presents to be signed by its Senior Warden and attested by its Secretary on the day and year above written.

RECTOR, WARDEN AND VESTRYMEN OF
CHRIST CHURCH PROTESTANT EPISCOPAL
CHURCH OF CAPE GIRARDEAU

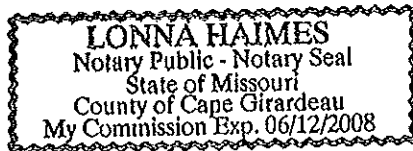


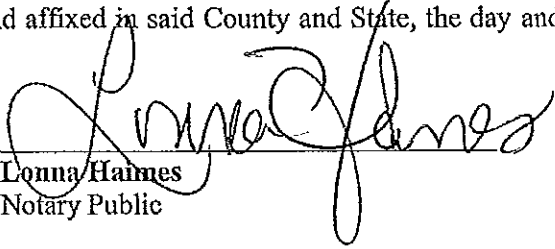
BY: DENNIS R. H. CAIN, SENIOR WARDEN

The State of Missouri
County of Cape Girardeau

On this 12th day of July, 2004, before me, appeared DENNIS CAIN, to me personally known, who being by me duly sworn, did say that she is the Senior Warden of **RECTOR, WARDEN AND VESTRYMEN OF CHRIST CHURCH PROTESTANT EPISCOPAL CHURCH OF CAPE GIRARDEAU**, a corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said DENNIS CAIN acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.




Lonna Haimes
Notary Public

My Term Expires: _____

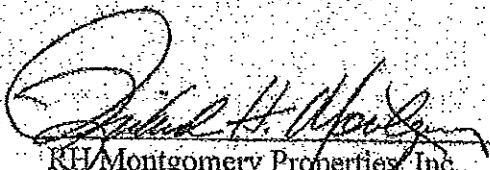
9.14. Interpretation. In this Agreement, unless otherwise expressly provided for herein to the contrary, the singular form of a word includes the plural and vice versa.

Executed and dated this 1ST day of APRIL, 2002.

Cape Girardeau Residential, LLC

By: 

Ralph Green, the Sole Manager


RH Montgomery Properties, Inc.,
the Sole Member

Houchins, Karla

From: Pete Eichholz <peichholz@americareusa.net>
Sent: Wednesday, July 12, 2017 2:02 PM
To: Houchins, Karla
Subject: RE: CON Application #5470 RT: Capetown Assisted Living

Hi Karla,

Here are the answers to your questions:

1. Can you explain why the budget detail indicates that there is a "\$1,588,678 Construction Contract"?
 - a. *The use of the word "contract" was a mistake. It was more of a target budget. We use a related company (General Contractor) for most of our projects that provides us with a schedule of values, which is what we provided you.*
 - b. *The scheduled values with a "B" refer to the new construction on the ALF at Capetown. The "C" and "D" are scheduled values for the independent living cottages.*
2. Please clarify. When did construction begin? When will construction be completed? When do you anticipate project completion?
 - a. *Construction began on May 1st, 2016.*
 - b. *We plan to have the certificate of occupancy by July 13th, 2016*
 - c. *We plan to have state licensure by the end of July.*
 - d. *Construction will be at 100% complete by July 13th*
3. Do you mean that RH Montgomery Properties is the sole member of Capetown Residential, LLC?
 - a. Yes

Hope this helps. Let me know if you need anything else.

Thanks,

Pete

From: Houchins, Karla [mailto:Karla.Houchins@health.mo.gov]
Sent: Tuesday, July 11, 2017 2:46 PM
To: Pete Eichholz
Subject: FW: CON Application #5470 RT: Capetown Assisted Living
Importance: High

Pete, thank you for your response. Some clarification is needed as indicated in red below. Please respond by tomorrow by 2 pm.

Thank you.

Karla Houchins, MBA
Program Coordinator, Certificate of Need
Department of Health and Senior Services
3418 Knipp Drive, P.O. Box 570
Jefferson City, MO 65102